



LODI CITY COUNCIL

Carnegie Forum

305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: January 17, 2018

Time: Closed Session 6:15 p.m.
Regular Meeting 7:00 p.m.

*and via conference call:

1311 Midvale Road
Lodi, CA 95240

For information regarding this Agenda please contact:

Jennifer M. Ferraiolo

City Clerk

Telephone: (209) 333-6702

6:55 p.m. Invocation/Call to Civic Responsibility. Invocations/Calls may be offered by any of the various religious and non-religious organizations within and around the City of Lodi. These are voluntary offerings of private citizens, to and for the benefit of the Council. The views or beliefs expressed by the Speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the beliefs or views of any speaker.

C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session

- a) Conference with Adele Post, Human Resources Manager, and Andrew Keys, Deputy City Manager (Labor Negotiators), Regarding Lodi City Mid-Management Association, AFSCME General Services and Maintenance & Operators, Police Mid-Managers, Lodi Police Officers Association, Lodi Police Dispatchers Association, Lodi Professional Firefighters, Lodi Fire Mid-Management, and International Brotherhood of Electrical Workers Pursuant to Government Code §54957.6 (CM)
- b) Actual Litigation: Government Code §54956.9(a); One Case; Sukhwinder Kaur, Individually and as the Successor in Interest for the Decedent Parminder Singh Shergill, et. al. v. City of Lodi, et al.; U.S. District Court, Eastern District of California; Case No. 2:14-CV-00828-GEB-AC (CA)

C-3 Adjourn to Closed Session

NOTE: THE FOLLOWING ITEMS WILL COMMENCE NO SOONER THAN 7:00 P.M.

C-4 Return to Open Session / Disclosure of Action

A. Call to Order / Roll Call

B. Presentations

- B-1 Presentation from Verne H. Miller, Korean War Veteran (CLK)

C. Consent Calendar (Reading; Comments by the Public; Council Action)

- C-1 Receive Register of Claims in the Amount of \$6,745,363.79 (FIN)
- C-2 Approve Minutes (CLK)
 - a) December 5, December 12, and December 19, 2017 (Shirtsleeve Sessions)
 - b) December 6, 2017 (Regular Meeting)
 - c) December 12, 2017 (Special Meeting)
- Res. C-3 Adopt Resolution Authorizing Purchase of Playground Equipment for Henry Glaves Park from PlayPower LT Farmington, of Sacramento (\$80,950.84) (PRCS)
- C-4 Approve Plans and Specifications and Authorize Advertisement for Bids for City of Lodi White Slough Water Pollution Control Facility Storage Expansion and Surface, Agricultural, and Groundwater Supply Improvement Project (PW)
- C-5 Approve Plans and Specifications and Authorize Advertisement for Bids for Well 24 Rehabilitation Project (PW)
- Res. C-6 Adopt Resolution Awarding Contract for Scoreboard Installation Improvements to Bockmon & Woody Electric Company, Inc., of Stockton (\$15,010) (PW)
- Res. C-7 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Robertson-Bryan, Inc., of Elk Grove, for Aeration Basin Membrane Diffuser Survey of Technologies and Preliminary Engineering Evaluation Services (\$35,000) (PW)

- Res. C-8 Adopt Resolution Authorizing City Manager to Waive Bid Process and Execute Professional Services Agreement with Garland/DBS, Inc., of Cleveland, Ohio, for Park Annex Building Roof Repair Project (\$125,983), Utilizing U.S. Communities Contract No. 10330; Authorizing City Manager to Carry Forward Unspent Budget Authority for this Project, up to \$132,283, until Project Completion; Authorizing Public Works Director to Execute Change Orders (Not to Exceed \$6,300); and Appropriating Funds (\$31,000) (PW)
- Res. C-9 Adopt Resolution Authorizing City Manager to Execute Amendment to Improvement Agreement for Public Improvements of Villa Fiore (Van Ruiten Ranch) Subdivision, Tract No. 3919 (Unit No. 1) and Authorizing City Manager to Execute Improvement Agreement for Public Improvements of Villa Fiore Neighborhood Park, Tract No. 3919 (Unit No. 1) (PW)
- C-10 Set Public Hearings for January 31, 2018, and February 7, 2018, to Receive Public Input on Draft Maps of Voting District Boundaries and Election Sequencing as Part of Transition to By-District Elections for City Council Members (CA)
- C-11 Set Public Hearing for February 7, 2018, to Consider Adopting Resolution Approving Planning Commission's Recommendation to Authorize 107 Low-Density Residential, 98 Medium-Density Residential, and 329 High-Density Residential Growth Management Allocations for Gateway North Subdivision (CD)
- C-12 Set Public Hearing for March 7, 2018, to Consider Introducing Ordinance Amending Lodi Municipal Code Chapter 13.20, "Electrical Service" by Repealing and Reenacting Section 13.20.260, "Schedule G3 – General Service – Group 3 Commercial/Industrial," Section 13.20.270, "Schedule G4 – General Service – Group 4 Commercial/Industrial," Section 13.20.280, "Schedule G5 – General Service – Group 5 Commercial/Industrial," and Section 13.20.310, "Schedule I1 – General Service – Group 5 Commercial/Industrial – Optional," in Their Entirety (EU)

D. Comments by the Public on Non-Agenda Items

THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.

Public comment may only be made on matters within the Lodi City Council's jurisdiction (Government Code Section 54954.3, Lodi City Council Protocol Manual Section 6.3I). The Council cannot take action or deliberate on items that are not on this agenda unless there is an emergency and the need to take action on that emergency arose after this agenda was posted (Government Code Section 54954.2(b)(2)). All other items may only be referred for review to staff or placement on a future Council agenda.

E. Comments by the City Council Members on Non-Agenda Items

F. Comments by the City Manager on Non-Agenda Items

G. Public Hearings

- Res. G-1 Public Hearing to Consider Adopting Resolution Setting Pre-Approved Engineering News Record Adjustment Index for Usage-Based and Flat Water Rates for Residential, Commercial, and Industrial Customers (PW)
- G-2 Second Public Hearing to Receive Overview and Take Input Regarding Process and Criteria for Drawing Voting Districts as Part of Transition to By-District Elections for City Council Members (CA)

H. Communications

- H-1 Post for Expiring Terms on Lodi Improvement Committee (CLK)
- H-2 Monthly Protocol Account Report (CLK)

I. Regular Calendar

Res. I-1 Adopt Resolution Delegating Authority to Make Determinations Regarding Industrial and Non-Industrial Disability Retirements Pursuant to Government Code § 21173, and Rescinding Resolution No. 97-149 (CM)

J. Ordinances – None

K. Adjournment

Pursuant to Section 54954.2(a) of the Government Code of the State of California, this agenda was posted at least 72 hours in advance of the scheduled meeting at a public place freely accessible to the public 24 hours a day.

Jennifer M. Ferraiolo
City Clerk

All staff reports or other written documentation relating to each item of business referred to on the agenda are on file in the Office of the City Clerk, located at 221 W. Pine Street, Lodi, and are available for public inspection. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation contact the City Clerk's Office as soon as possible and at least 72 hours prior to the meeting date. Language interpreter requests must be received at least 72 hours in advance of the meeting to help ensure availability. Contact Jennifer M. Ferraiolo at (209) 333-6702. Solicitudes de interpretación de idiomas deben ser recibidas por lo menos con 72 horas de anticipación a la reunión para ayudar a asegurar la disponibilidad. Llame a Jennifer M. Ferraiolo (209) 333-6702.

Meetings of the Lodi City Council are telecast on SJTV, Channel 26. The City of Lodi provides live and archived webcasts of regular City Council meetings. The webcasts can be found on the City's website at www.lodi.gov by clicking the meeting webcasts link.



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Presentation from Verne H. Miller, Korean War Veteran

MEETING DATE: January 17, 2018

PREPARED BY: City Clerk

RECOMMENDED ACTION: Mayor Nakanishi will receive a presentation from Verne H. Miller, Korean War veteran.

BACKGROUND INFORMATION: Mr. Verne H. Miller acquired a Japanese smoking jacket and ornate cigarette box and ashtray while on leave in Japan during the Korean War, which he now wishes to donate to the City.
Mayor Nakanishi will receive this generous donation on behalf of the City of Lodi.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Ferraiolo
City Clerk

JMF/PMF

APPROVED: _____
Stephen Schwabauer, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Receive Register of Claims through December 26, 2017 in the total amount of \$6,745,363.79

MEETING DATE: January 17, 2018

PREPARED BY: Internal Services Director

RECOMMENDED ACTION: Receive the attached Register of Claims for \$6,745,363.79.

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$6,745,363.79 through 12/26/17. Also attached is Payroll in the amount of \$3,001,321.70.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Andrew Keys
Internal Services Director

AK/ha

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

Council Report

City of Lodi, CA - v11.3.5 Live

12/1/2017 through 12/26/2017

Fund			Amount
100 - General Fund			3,676,884.42
120 - Library Fund			36,434.94
140 - Expendable Trust			418,197.25
200 - Parks Rec & Cultural Services			18,167.14
216 - PD Misc Grants			33,849.87
270 - Comm Dev Special Rev Fund			866.87
301 - Gas Tax-2105 2106 2107			71,522.04
303 - Measure K Funds			187.50
305 - TDA - Streets			6,850.69
307 - Federal - Streets			951.52
308 - IMF(Regional) Streets			2,732.00
311 - State-Streets			37,581.03
314 - IMF-Regional Transportation			83,942.95
402 - Info Systems Replacement Fund			19,610.50
410 - Library Capital Account			147,526.20
431 - Capital Outlay/General Fund			2,406.71
432 - Parks & Rec Capital			302.00
434 - Arts in Public Places-IMF			300.00
500 - Electric Utility Fund			74,778.17
501 - Utility Outlay Reserve Fund			113,131.07
504 - Public Benefits Fund			1,350.00
530 - Waste Water Utility Fund			217,466.66
531 - Waste Wtr Util-Capital Outlay			212,674.88
560 - Water Utility Fund			448,951.30
561 - Water Utility-Capital Outlay			185,808.76
565 - PCE/TCE Rate Abatement Fund			4,098.61
590 - Central Plume			12,518.60
600 - Dial-a-Ride/Transportation			27,707.51
601 - Transit Capital			6,875.90
603 - Prop 1B - TSSSDRA			575.00
650 - Internal Service/Equip Maint			56,447.82
655 - Employee Benefits			501,804.59
660 - General Liabilities			230,393.95
665 - Worker's Comp Insurance			89,802.34
801 - L&L Dist Z1-Almond Estates			2,665.00
Total			6,745,363.79

Council Report: Payroll
City of Lodi, CA - v11.3.5 Live
Pay Period 12/17/2017

Fund	Description	Amount
100	General Fund	774,341.58
120	Library Fund	20,641.21
200	Parks Rec & Cultural Services	115,011.52
214	LPD-OTS Grants	1,048.95
219	LPD-ABC Grant	2,075.03
270	Comm Dev Special Rev Fund	28,489.57
301	Gas Tax-2105 2106 2107	34,615.36
500	Electric Utility Fund	224,984.56
530	Waste Water Utility Fund	133,222.80
560	Water Utility Fund	20,479.88
561	Water Utility-Capital Outlay	4,130.52
600	Dial-a-Ride/Transportation	9,566.17
650	Internal Service/Equip Maint	17,671.60
Report Total		1,386,278.75

Council Report: Payroll
City of Lodi, CA - v11.3.5 Live
Pay Period 12/31/2017

Fund	Description	Amount
100	General Fund	1,000,708.29
120	Library Fund	18,734.21
200	Parks Rec & Cultural Services	89,738.01
214	LPD-OTS Grants	8,275.81
219	LPD-ABC Grant	1,989.20
270	Comm Dev Special Rev Fund	27,712.96
301	Gas Tax-2105 2106 2107	32,901.05
500	Electric Utility Fund	227,078.44
530	Waste Water Utility Fund	139,574.72
560	Water Utility Fund	18,479.84
561	Water Utility-Capital Outlay	3,079.69
600	Dial-a-Ride/Transportation	26,663.82
650	Internal Service/Equip Maint	17,561.74
655	Employee Benefits	2,545.17
Report Total		1,615,042.95



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Minutes
a) December 5, 2017 (Shirtsleeve Session)
b) December 6, 2017 (Regular Meeting)
c) December 12, 2017 (Shirtsleeve Session)
d) December 12, 2017 (Special Meeting)
e) December 19, 2017 (Shirtsleeve Session)

MEETING DATE: January 17, 2018

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) December 5, 2017 (Shirtsleeve Session)
b) December 6, 2017 (Regular Meeting)
c) December 12, 2017 (Shirtsleeve Session)
d) December 12, 2017 (Special Meeting)
e) December 19, 2017 (Shirtsleeve Session)

BACKGROUND INFORMATION: Attached are copies of the subject minutes marked Exhibit A through E, respectively.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Ferraiolo
City Clerk

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, DECEMBER 5, 2017**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, December 5, 2017, commencing at 7:01 a.m.

Present: Council Member Chandler, Council Member Johnson, Mayor Pro Tempore Nakanishi, and Mayor Kuehne

Absent: Council Member Mounce

Also Present: City Manager Schwabauer, City Attorney Magdich, and City Clerk Ferraiolo

B. Topic(s)

B-1 Presentation and Opportunity to Provide Comments on 2016 Analysis of Impediments to Fair Housing Choice and 2016 Americans with Disabilities Act (ADA) Transition Plan (CD)

Jessica Hayes, Grants Specialist with Michael Baker International, provided a PowerPoint presentation regarding the 2016 Analysis of Impediments to Fair Housing Choice. Specific topics of discussion included Department of Housing and Urban Development's Final Rule on Affirmatively Furthering Fair Housing; Fair Housing opportunities; addressing Fair Housing in Lodi; Analysis of Impediments to Fair Housing Choice (AI); and AI process.

In response to Mayor Pro Tempore Nakanishi, Ms. Hayes stated that Lodi is comparable to other cities of same size and age with regard to affordable housing because there is a universal shortage of new and affordable housing statewide. She stated some jurisdictions have more assets and can put funding into subsidized housing, but in general Lodi is facing the same issues and challenges in the housing market as other jurisdictions. She explained that Community Development Block Grant (CDBG) funding is California Department of Housing and Urban Development (HUD) money, which is the driver behind the requirement to certify an analysis of impediments to Fair Housing.

In response to Council Member Chandler, Ms. Hayes stated the plan must provide goal-oriented metrics toward housing and that discrimination is one component. She used the example of residents in a neighborhood not having equal access to housing or community assets such as transportation, schools, food, or jobs and whether there are city policies, current or past, that prevent people from having these opportunities. The plan is to look for government-driven issues. The assessment will also be regional because housing markets are not bounded strictly by city boundaries as people will cross jurisdictions to find housing in a certain region. Council Member Chandler questioned how deficiencies would be remedied, to which Ms. Hayes responded that HUD will look for goals and action items intended to be funded through CDBG that a city plans to pursue over the next 5 to 10 years to address issues and improve the situation. Examples of plans are Fair Housing education and literature and review of city policies. City Manager Schwabauer pointed out the City has already done a number of things over the last five years to forward these goals, including funding Fair Housing dollars, funding the Tienda Drive/Eden Housing senior affordable housing project, and assisting with senior housing near Lodi High School, all of which helps to bolster the plan. In addition, the City approved multi-family housing units and is looking into Rubicon 2 outside of the CDBG process, which will free up additional resources. Council Member Chandler stated his concern goes beyond housing. Ms. Hayes stated many of those issues have not yet been well defined and will be something to watch as this moves forward; however, the City has regularly funded Fair Housing support agencies and other groups that offer education and provide assistance to those who feel discriminated against.

Community Development Block Grant Program Administrator Patrice Clemons provided a PowerPoint presentation regarding the 2016 Americans with Disabilities Act (ADA) Transition Plan. Specific topics of discussion included legislative authority, Rehabilitation Act of 1973, ADA 1990, goals of ADA Title II, removing barriers, general requirements of an ADA Plan, self-evaluation, transition plan, estimated cost, possible sources of funding, recommended actions and physical barriers, public outreach, ADA

grievance procedure, implementation, and next steps.

Council Member Johnson expressed concern with implementing some of these large-scale programs and questioned how the City would undertake such a hefty task, to which Mr. Schwabauer responded that this plan is a "transition plan," meaning it cannot be done over night. It is a 15-year plan to get a number of items on the list accomplished and, as it moves forward, resources will be assigned to projects when there is available funding. The purpose of the plan is to demonstrate what needs to be done and how the City will work toward accomplishing it. Council Member Johnson questioned whether the targets are even reachable. Mr. Schwabauer pointed out the City is required to take certain actions regarding ADA activities and the City has accomplished upwards of \$12 million toward that effort, including curbs and gutters, Grape Bowl improvements, and the Harney Lane overpass that has ADA elements. Staff estimates programming \$10 million toward the transition plan over the next 15 years, much of which will come from CDBG, Measure K, and State and Federal grant funds, as well as DIVCA funding for Council meeting-related improvements. Staff will continue to track the efforts over the years, but for now the City must perform this exercise of evaluating, listing, and preparing a plan to address deficiencies. Council Member Johnson stated he understands the need to address the physical barriers people have; however, the task seems monumental.

In response to Mayor Pro Tempore Nakanishi, Mr. Schwabauer confirmed that the City, to date, has spent roughly \$12 million to \$15 million addressing deficiencies and the plan estimates \$10 million to rectify issues going forward. In further response, Ms. Clemons explained the law requires that State and local government agencies with 50 or more employees must make the transition plan available to the public, which the City has done. Mr. Schwabauer responded that private companies also have obligations under the ADA to provide access to facilities, but the public participation requirement is a governmental process.

Public Works Director Charlie Swimley pointed out that many people think of ADA improvements as replacing sidewalks or ramps and upgrading facility entrances, which are expensive; however ADA also includes signage, identifying wheelchair spaces, and other less expensive ways to improve access and comply with ADA laws. He stated the plan has interim improvements for various facilities, which allows time to plan and program the other projects identified in the plan. Mr. Swimley stated the identification process took a few years to complete because each building had to be inspected for ADA access barriers, all the way down to type of door handle and signage.

City Attorney Magdich reminded Council that three years ago the City was audited for ADA issues and a number of remedies were implemented, including adding a link to the City's website that takes users to a webpage with ADA information. Additionally, language was added to City Council agendas to contact the City Clerk to request materials in another format, and hearing devices were made available for Council meetings. She added that all approved plans going forward already have ADA requirements built into the projects.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 7:43 a.m.

ATTEST:

Jennifer M. Ferraiolo
City Clerk

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, DECEMBER 6, 2017**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of December 6, 2017, was called to order by Mayor Kuehne at 6:02 p.m.

Present: Council Member Chandler, Council Member Johnson, Council Member Mounce, Mayor Pro Tempore Nakanishi, and Mayor Kuehne

Absent: None

Also Present: City Manager Schwabauer, City Attorney Magdich, and City Clerk Ferraiolo

NOTE: Mayor Pro Tempore Nakanishi arrived at 6:20 p.m.

C-2 Announcement of Closed Session

- a) Conference with Adele Post, Human Resources Manager, and Andrew Keys, Deputy City Manager (Labor Negotiators), Regarding Lodi City Mid-Management Association, AFSCME General Services and Maintenance & Operators, Police Mid-Managers, Lodi Police Officers Association, Lodi Police Dispatchers Association, Lodi Professional Firefighters, Lodi Fire Mid-Management, and International Brotherhood of Electrical Workers Pursuant to Government Code §54957.6 (CM)
- b) Actual Litigation: Government Code Section 54956.9; Two Applications; William Gonzales v. City of Lodi; Workers Compensation; WCAB Case Nos. ADJ10807022 (DOI: 06/30/2016) and ADJ10849911 (DOI: 04/13/2017) (CA)
- c) Threatened Litigation: Government Code §54956.9(b); One Case; Potential Litigation by Carol Sundell against City of Lodi Based on DFEH Complaint Alleging Various Employment Practice Violations (CA)

C-3 Adjourn to Closed Session

At 6:02 p.m., Mayor Kuehne adjourned the meeting to a Closed Session to discuss the above matters. The Closed Session adjourned at 6:52 p.m.

C-4 Return to Open Session / Disclosure of Action

At 7:01 p.m., Mayor Kuehne reconvened the City Council meeting, and City Attorney Magdich disclosed the following actions.

Item C-2 a) was discussion only with no reportable action.

Item C-2 b) was not discussed.

Item C-2 c) was discussion and direction given with no reportable action.

A. Call to Order / Roll Call

The Regular City Council meeting of December 6, 2017, was called to order by Mayor Kuehne at 7:01 p.m.

Present: Council Member Chandler, Council Member Johnson, Council Member Mounce, Mayor Pro Tempore Nakanishi, and Mayor Kuehne
Absent: None
Also Present: City Manager Schwabauer, City Attorney Magdich, and City Clerk Ferraiolo

B. Presentations

B-1 Presentation of Plaque to Council Member Mounce by League of California Cities (CLK)

League of California Cities Central Valley Regional Public Affairs Manager Stephen Qualls presented a plaque to Council Member Mounce in appreciation of her years of service to the League of California Cities, as well as in recognition of her service as League president this past year. Council Member Mounce shared that it was an honor to serve as League President, adding that the last time a Lodi representative served in such a capacity was 1952, making her the second League President from Lodi. She expressed appreciation to the City Manager for taking on the pension issue and to the City Attorney, City Clerk, and Mr. Qualls for their support and assistance.

B-2 Presentation to Retiring Members of Boards, Committees, Commissions, and Task Forces (CLK)

Mayor Kuehne presented certificates of recognition to retiring members of boards, committees, commissions, and task forces. In attendance to accept his award was Robert N. Anderson, retired member of the Lodi Senior Citizens Commission. Mr. Anderson shared that it was an honor to serve and support senior issues in the community, adding that he appreciated the opportunity to work with excellent and knowledgeable Commissioners.

Unable to attend were the following individuals: Greater Lodi Area Youth Commission Student Members - Christopher Anaforian, Dominic Duran, John Rowlands; Greater Lodi Area Youth Commission Adult Advisors - Nicole Grauman and Anne Siegfried; Library Board of Trustees - Charlene Martin; Lodi Arts Commission - Edward Casillas; Lodi Improvement Committee - Maria Rosado; and Recreation Commission - Mark Hamilton and Breanna Meyer.

B-3 Presentation of Mayor's Community Service Award (CLK)

Mayor Kuehne presented the Mayor's Community Service Award to Paula Leary, of the Pregnancy Resource Center, and Bill Moersch.

Ms. Leary expressed appreciation to the Mayor for this award and for the City's support of non-profit groups in the community. She stated the City has always been extremely helpful and made navigating the red tape easier when its medical clinic moved from Kettleman Lane to east of the Heritage District. She introduced her husband and daughter and presented the Mayor with a pin entitled, "Precious Feet," as reminder that decisions made today will effect generations to come.

Mr. Moersch stated he was honored to receive such an award and thanked the City, his wife, and colleagues, adding that he felt blessed to serve the community and receive this award, which he accepted on behalf of his fellow team members who also give of their lives to serve the community.

C. Consent Calendar (Reading; Comments by the Public; Council Action)

Council Member Johnson made a motion, second by Council Member Chandler, to approve the following items hereinafter set forth in accordance with the report and recommendation of the City Manager.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Chandler, Council Member Johnson, Council Member Mounce, Mayor Pro Tempore Nakanishi, and Mayor Kuehne

Noes: None
Absent: None

C-1 Receive Register of Claims in the Amount of \$13,132,443.30 (FIN)

Claims were approved in the amount of \$13,132,443.30.

C-2 Approve Minutes (CLK)

The minutes of October 17, 2017 (Special Meeting), October 24, 2017 (Shirtsleeve Session), October 31, 2017 (Shirtsleeve Session), November 1, 2017 (Regular Meeting), November 7, 2017 (Special Meeting), November 7, 2017 (Shirtsleeve Session), November 14, 2017 (Special Meeting), November 14, 2017 (Shirtsleeve Session), November 15, 2017 (Regular Meeting), and November 21, 2017 (Shirtsleeve Session) were approved as written.

C-3 Accept Memorial Plaque Donation in Memory of Connie Schweigerdt (PRCS)

Accepted memorial plaque donation in memory of Connie Schweigerdt.

C-4 Adopt Resolution Authorizing Software and Database Software Purchase to Upgrade Police Department's Dispatch, Records, Jail, Report Writing, and Property Room Software System, and Appropriating Funds (\$21,737.48) (PD)

Adopted Resolution No. 2017-209 authorizing software and database software purchase to upgrade the Police Department's dispatch, records, jail, report writing, and property room software system, and appropriating funds in the amount of \$21,737.48.

C-5 Adopt Resolution Authorizing Purchase of One 35-Foot Compressed Natural Gas, Low-Floor Trolley from Gillig, LLC, of Livermore (\$663,269), Utilizing Livermore Amador Valley Transit Authority Contract (RFP No. 2015-08); Authorizing Public Works Director to Execute All Necessary Documents; and Appropriating Funds (\$114,000) (PW)

Adopted Resolution No. 2017-210 authorizing purchase of one 35-foot compressed natural gas, low-floor trolley from Gillig, LLC, of Livermore, in the amount of \$663,269, utilizing Livermore Amador Valley Transit Authority contract (RFP No. 2015-08); authorizing the Public Works Director to execute all necessary documents; and appropriating funds in the amount of \$114,000.

C-6 Adopt Resolution Awarding Contract for White Slough Water Pollution Control Facility 2017 Irrigation System Improvements Project to DSS Company, DBA Knife River Construction, of Stockton (\$1,022,362), and Appropriating Funds (\$600,000) (PW)

Adopted Resolution No. 2017-211 awarding contract for White Slough Water Pollution Control Facility 2017 Irrigation System Improvements Project to DSS Company, DBA Knife River Construction, of Stockton, in the amount of \$1,022,362, and appropriating funds in the amount of \$600,000.

C-7 Adopt Resolution Authorizing City Manager to Execute Change Order No. 2 to 2017-2019 Sidewalk and Miscellaneous Concrete Repair Program Contract with Popuch Concrete Contracting, Inc., of Lodi (\$88,000), and Appropriating Funds (\$88,000) (PW)

Adopted Resolution No. 2017-212 authorizing the City Manager to execute Change Order No. 2 to 2017-2019 Sidewalk and Miscellaneous Concrete Repair Program contract with Popuch Concrete Contracting, Inc., of Lodi, in the amount of \$88,000, and appropriating funds in the amount of \$88,000.

C-8 Accept Improvements Under Contract for 2017 DeBenedetti Park Trail and Parking Lot Improvement Project (PW)

Accepted the improvements under contract for 2017 DeBenedetti Park Trail and Parking Lot Improvement Project.

- C-9 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Kjeldsen, Sinnock & Neudeck, Inc., of Stockton, for 200-Year Floodplain Evaluation and Delineation (\$228,800), and Appropriating Funds (\$228,800) (PW)

Adopted Resolution No. 2017-213 authorizing the City Manager to execute a Professional Services Agreement with Kjeldsen, Sinnock & Neudeck, Inc., of Stockton, for 200-year floodplain evaluation and delineation, in the amount of \$228,800, and appropriating funds in the amount of \$228,800.

- C-10 Adopt Resolution Authorizing City Manager to Enter into an Agreement with Michael Baker International for Community Development Block Grant Administration and Housing Program Support Services including Non-CDBG Special Projects (\$99,070) (CD)

Adopted Resolution No. 2017-214 authorizing the City Manager to enter into an agreement with Michael Baker International for Community Development Block Grant administration and housing program support services, including non-CDBG special projects, in the amount of \$99,070.

- C-11 Adopt Resolution Terminating Downtown Shuttle Pilot Route (PW)

Adopted Resolution No. 2017-215 terminating Downtown Shuttle Pilot Route.

- C-12 Adopt Resolution Vacating East 6.5 Feet of Existing 15-Foot Public Utility Easement Located at 232 Rocky Lane (APN 058-66-001) (PW)

Adopted Resolution No. 2017-216 vacating east 6.5 feet of existing 15-foot Public Utility Easement located at 232 Rocky Lane (APN 058-66-001).

- C-13 Adopt Resolution Authorizing Lodi Police Department to Participate in Department of Alcoholic Beverage Control's Education and Teen Alcohol Enforcement Program Grant, Funded by California Office of Traffic Safety through National Highway Traffic Safety Administration, and Authorizing Chief of Police to Execute Grant Documents on Behalf of the City (\$23,800) (PD)

Adopted Resolution No. 2017-217 authorizing the Lodi Police Department to participate in Department of Alcoholic Beverage Control's Education and Teen Alcohol Enforcement Program Grant, funded by California Office of Traffic Safety through National Highway Traffic Safety Administration, and authorizing the Chief of Police to execute grant documents on behalf of the City, in the amount of \$23,800.

- C-14 Adopt Resolution Approving Art in Public Places Expenditure for Bicycle Rack at Grape Bowl (PRCS)

Adopted Resolution No. 2017-218 approving Art in Public Places expenditure for bicycle rack at Grape Bowl.

- C-15 Adopt Resolution Approving Pension Stabilization Policy (CM)

Adopted Resolution No. 2017-219 approving Pension Stabilization Policy.

- C-16 Appointments of Two Ex-Officio Members to Lodi Arts Commission (CLK)

Appointed Dave Kirsten (Planning Commission) and Roger Stafford (Site Plan and Architectural Review Committee) as ex-officio members to Lodi Arts Commission.

C-17

Set Public Hearing for December 20, 2017, to Receive Overview and Take Input Regarding Process and Criteria for Drawing Voting Districts as Part of Transition to By-District Elections for City Council Members (CA)

Set public hearing for December 20, 2017, to receive overview and take input regarding process and criteria for drawing voting districts as part of transition to by-district elections for City Council Members.

C-18 Set Public Hearing for December 20, 2017 to Consider and Approve 2016 Analysis of Impediments to Fair Housing Choice and 2016 Americans with Disabilities Act Transition Plan (CD)

Set public hearing for December 20, 2017 to consider and approve 2016 Analysis of Impediments to Fair Housing Choice and 2016 Americans with Disabilities Act Transition Plan.

D. Comments by the Public on Non-Agenda Items

THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.

Public comment may only be made on matters within the Lodi City Council's jurisdiction (Government Code Section 54954.3, Lodi City Council Protocol Manual Section 6.3I). The Council cannot take action or deliberate on items that are not on this agenda unless there is an emergency and the need to take action on that emergency arose after this agenda was posted (Government Code Section 54954.2(b)(2)). All other items may only be referred for review to staff or placement on a future Council agenda.

Larri Rhinehart expressed frustration in the increase of cats invading her home and neighborhood, adding the City of Lodi offered no assistance and would not take the cats and kittens abandoned at her home. The Lodi Animal Shelter suggested she purchase a carrier at her own expense and catch them herself. She stated she was fed up with this situation and suggested the City fix the problems at the pound because it has no room for the animals and will not accept the cats.

Council Member Mounce expressed appreciation to Ms. Rhinehart for not euthanizing the cats, adding she is facing a similar situation at her home and in her neighborhood. She pointed out there is a low-income program for spaying and neutering animals in order to control the population and agreed the City has limited resources with an overpopulated, small shelter. She suggested taking away the cat's food after feeding, which may discourage other cats from coming onto the property. She assured her that someone from the Police Department will contact her to discuss the situation further and see if any of the cats are adoptable.

Mayor Pro Tempore Nakanishi stated that, although he and his wife have and enjoy cats, he understands her concern and current situation, adding the City will do its best to help.

Mushtaq Tahirkehli stated he is thankful for the opportunity to speak at Council meetings and for the audience to listen and he attends the meetings to hear updates on what the City has accomplished. He stated he believes each person has the right to speak, ask questions, and to give his or her point of view and that no one should use inappropriate "street" language. He stated he believes his letter to the editor of the Lodi News-Sentinel regarding raising the City's tax by 5 percent was not printed because a Council Member instructed the paper not to. He further expressed opposition to such a significant tax increase because residents cannot afford it. He further stated that Lodi has no college, university, or technical institute in town and only a few seasonal factories. He suggested that, if Council cannot do its job, then members should step aside so others can be elected to Council. He reiterated that his agenda is to establish term limits for Council Members and a directly-elected Mayor. He complained there are few resources available to communicate directly with the people.

Mayor Pro Tempore Nakanishi responded that Council Members have not tried to stop Mr. Tahirkehli's letters from being printed in the newspaper. He further asked the City Manager to highlight the new industry that opened its doors last week.

City Manager Schwabauer stated he would highlight the new industry during his comments later on the agenda when he reports on the City's accomplishments over the last year. Further, he stated he is unaware of any communication from the City or a Council Member telling the Lodi News-Sentinel not to publish a letter. With regard to Mr. Tahirkehli's e-mail message complaining about a "Tax 5.3 plan," Mr. Schwabauer stated he does not know what Mr. Tahirkehli is referring to and suggested they meet to further discuss his concerns.

E. Comments by the City Council Members on Non-Agenda Items

Council Member Chandler reported that the Lodi Salvation Army's Kettle Kick-Off event raised \$153,000 and the Lodi Memorial Hospital fundraiser for the neonatal intensive care unit raised \$163,000, both of which were twice the goal. He stated it was a proud day for Lodi in which \$300,000 was raised for local charity in the community. He thanked the volunteers for their hard work and the community for its donations and support.

Mayor Kuehne added that updated figures show the Salvation Army raised almost \$160,000.

Council Member Johnson stated that, as a Council Member, he supports allowing the public to make comments at the dais to express their thoughts, concerns, and complaints. Council listens to the comments, regardless of the content, and avoids engaging in dialog from the dais during meetings as a matter of policy. With regard to comments by Mr. Tahirkehli relating to a lack of colleges or technical schools in the community, he stated he cannot in good conscience let his comments go without responding. He stated that his comments reflect the City is not doing anything; however, a group consisting of the former Lodi Unified School District (LUSD) Superintendent, an LUSD employee, a former LUSD Board Members, the Chamber of Commerce President, and Council Members have attempted to convince Delta College to live up to its promise from 10 years ago to locate a satellite campus in Lodi. For 10 years, this group worked tirelessly to try to make this happen without success, and to say no effort has been made is completely false. He urged the public to educate themselves on issues and do their homework before making claims against the City.

Council Member Mounce reported on her attendance at the League of California Cities goal setting session in Santa Cruz, during which 168 League leaders set League goals for next year, which include addressing public safety concerns, ensuring sustainability of public pension and retirement health benefits, protecting existing transportation funding for local priorities, and improving housing affordability and supporting additional resources to address the homeless crisis. The group also discussed ballot initiatives coming forward, including one that has qualified for November to combat safety issues and early release of criminals. With regard to Mr. Tahirkehli's comments, she stated that he tends to send his e-mails to Council before sending them to the newspaper and he has accused the City of raising taxes by 5.3 percent. She informed him that Council cannot raise taxes on its own, only fees, and that the public deserves to hear the correct information. Council Member Mounce added that she contacted the Lodi News-Sentinel editor to ask what he thought of Mr. Tahirkehli's letter, but he stated he had not seen it. She stressed there has been no attempt by the City to block his correspondence, adding that since he announced he was a Council candidate, it is likely the newspaper will no longer print his letters to the editor because that qualifies as free advertising. He suggested he speak with the Lodi News-Sentinel if he is unhappy that his letters are not being printed in the paper because the City has no power to stop them.

Council Member Chandler stated this is not the first time Mr. Tahirkehli appeared at a meeting uninformed and pointed out that he misread the article in the Lodi News-Sentinel because it was referring to an increase in the amount of sales tax revenue collected; not a tax increase.

Mayor Kuehne reported on his attendance at the National League of Cities (NLC) conference in Charlotte, North Carolina, during which a variety of topics were discussed, including the homelessness issue; electronic kiosks; a new version of a fully-contained, self-flushing Portland Loo; and prescription drugs.

F. Comments by the City Manager on Non-Agenda Items

In response to Mr. Tahirkehl's comments regarding taxes, City Manager Schwabauer explained that, when taxable products are purchased in Lodi, the City receives 1 cent. If the public buys more taxable products, the City's revenue grows, which is not a tax increase. The last sales tax presentation noted that Lodi's sales tax grew by 5.3 percent, which reflects growth in revenue and not the tax amount. He stated he would meet with Mr. Tahirkehl later to discuss this further.

Mr. Schwabauer highlighted some of the City's challenges and accomplishments over the past year, including the pension crisis; the City advocating before the California Public Employees Retirement System (Cal-PERS) board and its efforts to protect levels of service; the pension stabilization fund and efforts to set aside \$5 million to pay toward the growing pension obligations; creation of a program to repay a portion of the Cal-PERS liability with interest at the Cal-PERS' rate; grand opening of MHA Building Systems, which is a Japanese company that constructs walls for housing and apartments; growth of Cepheid, which took over the Blue Shield center; sales tax growth resulting from the local crane company; redesign of the Westside Master Plan to add a bicycle/pedestrian pathway; construction of the new Super Wal-Mart, which is having a positive impact on sales tax; construction of the first overpass, located on Harney Lane, in over 40 years; reconstruction of the berm at Lodi Lake to protect the Nature Area from flooding, the cost of which will be reimbursed through FEMA; and completion of the Library's homework help room and commencement of the Teen Scene project.

G. Public Hearings – None

H. Communications

H-1 Post for Expiring Terms and Vacancies on Lodi Senior Citizens Commission, Personnel Board of Review, San Joaquin County Mosquito and Vector Control District, Site Plan and Architectural Review Committee, and Greater Lodi Area Youth Commission (Adult Advisors) (CLK)

Council Member Mounce made a motion, second by Council Member Chandler, to direct the City Clerk to post for the following expiring terms and vacancies:

Lodi Senior Citizens Commission

Jill Hernandez, term to expire December 31, 2017

Pat Hill, term to expire December 31, 2017

Personnel Board of Review

James Sheeran, term to expire January 1, 2018

John Stroh, term to expire January 1, 2018

San Joaquin County Mosquito and Vector Control District

Jack Fiori, term to expire December 31, 2017

Site Plan and Architectural Review Committee

John Della Monica, Jr., term to expire January 1, 2018

Greater Lodi Area Youth Commission - Adult Advisor

Anne Siegfried, term to expire May 31, 2018

Daniel Valdez, term to expire May 31, 2018

Nicole Grauman, term to expire May 31, 2020

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Chandler, Council Member Johnson, Council Member Mounce, Mayor Pro Tempore Nakanishi, and Mayor Kuehne

Noes: None

Absent: None

I. Regular Calendar

I-1 Adopt Resolutions and Authorize Documents and Actions Regarding Current Refunding of Outstanding 2007 Series A Wastewater Certificates of Participation (CM): a) Adopt Resolution of City Council Authorizing Documents and Official Actions Relating to Refinancing of Outstanding Installment Payment Obligation of City of Lodi Relating to Its Wastewater System, Approving Installment Purchase Agreement and Irrevocable Refunding Instructions, and Approving Final Form of Financing Documents and Official Actions; and b) Adopt Resolution of Lodi Public Financing Authority Approving and Directing Execution of Installment Purchase Agreement and Assignment Agreement for Purpose of Refinancing Installment Payment Obligation of City of Lodi and Approving Related Documents and Official Actions

City Manager Schwabauer explained this item relating to the refunding of the outstanding 2007 Series A Wastewater Certificates of Participation will save the City a significant amount of money. There was a need to bring this item to Council quickly in light of pending tax reform litigation in 2018 that may negatively effect the outcome as it currently stands.

Deputy City Manager Andrew Keys provided a brief report regarding the item. Specific topics of discussion included refinancing of the 2007 debt issue in the wastewater program, which is callable now; attractive refinancing options; recommendation to proceed with the refinancing as a private transaction; solicitation of bids from banks; savings of \$1.7 million of value over the remaining term of the bonds; and no change in time period, but a better interest rate.

In response to Mayor Pro Tempore Nakanishi, Mr. Keys stated the interest rate on the new bond is 2.75 percent. Tom Johnson with Fieldman, Rolapp & Associates stated the current bond has a blended rate of 4.5 percent.

Council Member Johnson made a motion, second by Council Member Chandler, to adopt the following resolutions and authorize documents and actions regarding current refunding of outstanding 2007 Series A Wastewater Certificates of Participation: Resolution No. 2017-220 of the City Council authorizing documents and official actions relating to the refinancing of an outstanding installment payment obligation of the City of Lodi relating to its wastewater system, approving an Installment Purchase Agreement and irrevocable refunding instructions, and approving final form of financing documents and official actions; and Resolution No. LPFA2017-02 of the Lodi Public Financing Authority approving and directing execution of an Installment Purchase Agreement and an Assignment Agreement for the purpose of refinancing an installment payment obligation of the City of Lodi, and approving related documents and official actions.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Chandler, Council Member Johnson, Council Member Mounce, Mayor Pro Tempore Nakanishi, and Mayor Kuehne

Noes: None

Absent: None

J. Ordinances – None

K. Reorganization of the City Council

K-1 Presentation to Outgoing Mayor

City Manager Schwabauer presented outgoing Mayor Kuehne with a plaque in appreciation of his dedicated service to this community, stating they met weekly during his tenure and that he was extremely engaged in his service as Mayor.

Mayor Kuehne thanked his wife for her support and presented her with flowers in appreciation of her encouragement and understanding and thanked staff for their hard work. He stated the City is

moving at a rapid pace lately, which could not happen without the efforts of City department heads. He highlighted the following accomplishments: Harney Lane overpass; Kettleman Lane landscape improvements; DeBenedetti Park parking lot funded by impact fees; first Class I bike trail in Lodi; re-use of buildings such as the old K-Mart and Plummer Pontiac sites; first apartment complex in 30 years; luxury senior housing project at Reynolds Ranch; new Marriott Hotel coming to Lodi; Homeless Committee activities; shopping cart ordinance; funding of a new Community Liaison position in the Police Department to focus on homelessness; and the many volunteer groups in Lodi that work hard and partner with the City to make Lodi liveable and loveable. Mayor Kuehne stated he was proud to serve as Lodi's Mayor this year, he is thankful for Council and their confidence in him, and he will miss serving in this capacity.

K-2 Reorganization of the Lodi City Council: a) Election of Mayor and b) Election of Mayor Pro Tempore

Council Member Johnson requested that his name be withdrawn from consideration for Mayor and Mayor Pro Tempore.

City Clerk Ferraiolo, serving as Chair, conducted the election for the office of Mayor as follows.

NOMINATION(S) FOR MAYOR:

Council Member Chandler made a motion, second by Council Member Kuehne, to nominate Council Member Nakanishi to the office of Mayor. There being no further nominations for the office of Mayor, the nominations were closed.

VOTE:

In regard to the nomination of Council Member Nakanishi to the office of Mayor, the motion carried by the following vote, thereby adopting Resolution No. 2017-221.

Ayes: Council Member Chandler, Council Member Johnson, Council Member Kuehne, Council Member Mounce, and Council Member Nakanishi

Noes: None

Absent: None

City Clerk Ferraiolo turned over the gavel to newly-elected Mayor Nakanishi who then conducted the election for the office of Mayor Pro Tempore.

NOMINATION(S) FOR MAYOR PRO TEMPORE:

1) Council Member Kuehne made a motion, second by Council Member Mounce, to nominate Council Member Mounce to the office of Mayor Pro Tempore.

2) Council Member Johnson made a motion, second by Council Member Chandler, to nominate Council Member Chandler to the office of Mayor Pro Tempore.

There being no further nominations for the office of Mayor Pro Tempore, the nominations were closed.

VOTE:

In regard to the nomination of Council Member Mounce to the office of Mayor Pro Tempore, the motion carried by the following vote, thereby adopting Resolution No. 2017-222.

Ayes: Council Member Kuehne, Council Member Mounce, and Mayor Nakanishi

Noes: Council Member Chandler, Council Member Johnson

Absent: None

Mayor Nakanishi thanked Council for electing him as Mayor and recognized his fellow Council Members: Council Member Kuehne for doing an outstanding job as Mayor last year and showing enthusiasm and energy; Council Member Mounce on her outstanding leadership with the League of California Cities and her excellent financial knowledge; Council Member Chandler for his

expertise in serving on the Northern California Power Agency; and Council Member Johnson for being a former Marine, speaking his mind, and keeping Council on a straight and narrow path. He stated he believes Lodi is better than most cities, due in a big part to Lodi City employees. Being a general law city, the Council has limited powers and can hire the City Manager, City Attorney, and City Clerk, while the City Manager hires department heads, the City Attorney serves as legal counsel to the City, and the City Clerk handles administrative issues. He thanked them for their hard work and sacrifices. He stated he hopes the citizens of this community understand the challenges facing the City, including the homelessness situation, crime and public safety, increasing mandates from Federal and State governments, and potential increase in utility rates, but he stated he was ready to meet these challenges and work with Council, staff, and the community to solve them.

L. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 8:34 p.m.

ATTEST:

Jennifer M. Ferraiolo
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, DECEMBER 12, 2017**

The December 12, 2017, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Jennifer M. Ferraiolo
City Clerk

**LODI CITY COUNCIL
SPECIAL CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, DECEMBER 12, 2017**

A. Call to Order / Roll Call

The Special City Council meeting of December 12, 2017, was called to order by Mayor Nakanishi at 7:02 a.m.

Present: Council Member Chandler, Council Member Johnson, Council Member Kuehne, Mayor Pro Tempore Mounce, and Mayor Nakanishi

Absent: None

Also Present: City Manager Schwabauer, City Attorney Magdich, and City Clerk Ferraiolo

B. Regular Calendar

B-1 Adopt Resolution Expressing City Council's Intention to Initiate Procedures for Establishing and Implementing By-District Elections for City Council Members Pursuant to Elections Code Section 10010 (CA)

City Attorney Magdich provided a presentation regarding resolution of intention to initiate procedures for establishing and implementing by-district elections for City Council Members pursuant to Elections Code Section 10010. Specific topics of discussion included letter from the Mexican American Legal Defense and Education Fund (MALDEF) asserting that Lodi's at-large election system results in Latino vote dilution and prevents them from electing candidates of their choice; voluntary conversion from at-large elections to by-district elections; similar letters throughout the State of California; dozens of cities going through a similar process; explanation and description of at-large and by-district elections; and no evidence included in the letter from MALDEF.

In response to Mayor Pro Tempore Mounce, Ms. Magdich explained that staff reviewed voting records from the last 10-year period that showed voters in predominantly Latino voting precincts vote differently than the City at large, which demonstrates a difference in how Latinos vote; however, it does not show that they or other minorities cannot be elected to City Council. She stated MALDEF's letter has no evidence to support this; it only states that a complaint was received. Ms. Magdich further explained that the bar for the California Voting Rights Act (CVRA) is lower than the Federal Voting Act and, if it is determined a city has racially-polarized voting, it will result in litigation and significant costs and payment of attorney fees. To date, no city in California has won a CVRA challenge. She used the City of Palmdale as an example of a city that paid \$4 million to challenge the matter, only to ultimately lose and convert to district elections. In further response to Mayor Pro Tempore Mounce, Ms. Magdich stated she does not anticipate the annual cost of running elections will be different for a by-district system.

Ms. Magdich continued with her presentation and covered topics including adoption of resolution of intention to start the path of converting to by-district elections; the need to contract with a demographer for mapping process and community outreach; initial 45-day safe-harbor provision that protects cities from litigation while deciding whether or not to convert; process to hold five public hearings, the first of which will be December 20, 2017, and the last on February 21, 2018, to finalize the map, outline the districts, and take action setting forth sequencing of the election; staggered process to allow current Council Members to finish out their terms; costs paid by other cities, such as Modesto and Palmdale, to unsuccessfully litigate the matter; commencement of the 90-day safe-harbor period following adoption of the resolution of intention, which allows the City to move forward with the process without exposure to litigation; potential legal expenses to be captured by MALDEF capped at \$30,000 as per legislation; fiscal impact estimated at roughly \$100,000, which includes costs associated with a demographer,

election consultant, interpretation and translation services, and outside counsel, if necessary; and associated costs charged to the City Clerk's election budget and paid for by savings from unfilled positions. Ms. Magdich confirmed that this meeting notice was published in the Lodi News-Sentinel in both English and Spanish.

Council Member Kuehne suggested that, during this process, the City also consider changing to an at-large elected mayor. Ms. Magdich stated that roughly 180 cities converted to by-district elections and some elect a mayor at-large and council members from districts, while most general law cities elect a mayor among the council members from the districts. She stated staff will look into the process.

Ms. Magdich further explained that the first two public hearings will be to discuss and receive input on what the district should look like, but maps will not be drawn until after the first two public hearings. The public is highly encouraged to participate in the process, and the demographer will have software available to the public to assist in drawing maps for submittal to Council. All of the maps will be scrutinized to ensure they meet legal requirements, which may result in some maps being discounted. At the third and fourth public hearings, the maps will be discussed and posted to the City's dedicated website.

Council Member Johnson stated he highly supports public input for this and any process; however, he expressed concern that citizens may not participate adequately. Ms. Magdich responded that cities are mandated to conduct public outreach and seek input. All of the associated reports will be posted on the City's website; the meetings will be televised; and the demographer will perform community outreach meetings to encourage greater public participation. She added that communities of interest, geographic barriers, dividing areas, and school districts are just some of the things that will be considered when drawing the map.

Mayor Pro Tempore Mounce expressed hope that the individual she believes filed the complaint with MALDEF will participate in the process.

Council Member Chandler questioned the legitimacy of the motives behind the complaint and expressed hope that citizens understand Council is taking this action under duress. He stated he is opposed to changing to a by-district election system; however, this is being forced onto the City. He pointed out the lack of attendance at the meeting, despite the call for public input and participation. Ms. Magdich shared that the State was fully aware when it adopted the CVRA that this would open cities to litigation because the intent of the Bill was to force cities to move to district elections. There is a law firm in Southern California that mails these letters on a regular basis to cities and has been successful in its efforts. MALDEF sued two cities, one of which was Anaheim. Cities that changed from at-large to by-district elections experienced no change in the make-up of their councils, with the exception of Anaheim, which went from one Latino council member to two after the change to district elections.

In response to Mayor Pro Tempore Mounce, Ms. Magdich stated that Ms. Mounce had the higher vote count of citizens in the precinct consisting of her neighbors and that they vote differently than the balance of the city. Based on the numbers and assuming there is a district encompassing part of the Heritage District, it is likely she would still receive a majority of the vote. Mayor Pro Tempore Mounce pointed out that currently she is the only one running in that area. Ms. Magdich stated that in drawing maps there must be a balance of population among the districts and some will have a heavy voter turnout, while others will not. The MALDEF letter states that 20.6 percent of Lodi's citizens of voting age are Latinos; however, that does not mean 20.6 percent of Latinos vote. She stated that part of this process involves working with citizens during the transition to get them more engaged in local elections and politics.

In response to Council Member Johnson, Ms. Magdich stated the City of Poway received a similar letter in May 2017 and moved forward to convert to district elections, after which the former mayor brought a lawsuit against the city and the attorney general challenging that the CVRA was unconstitutional. This litigation is being funded by a conservative think tank from Virginia and is pending in the US District Court in San Diego. It is relatively early in this litigation, and no action has been taken on the motion filed by the plaintiffs to stay the CVRA, which would

in essence put a hold on the law until the case is decided. This entire process could take two to five years depending on the number of appeals, as well as the appetite and willingness of the Virginia firm to continue to see it through.

Mayor Nakanishi stated he believes this move is wrong for Lodi and all cities because municipal government should be non-partisan, Lodi has a small population, and small groups of people living in one area would control the City. This change will obscure the vote, but the City is being forced to move in this direction under fear of litigation. He would prefer to fight this effort, but the risk is significant. Ms. Magdich stated the estimated cost of litigation is \$1 million. Mayor Nakanishi stated that, if this issue moves forward, he too would like to consider a mayor representing the City at large. Ms. Magdich stated that the City of Stockton had a hybrid version, in which there were district elections in the primary election with the top two candidates running against each other in a run-off election. That election system was challenged and now Stockton has by-district elections and will soon be revisiting its map because it is under threat of challenge that the districts do not represent a balanced community. Ms. Magdich stated there is an option to take the question of by-district elections to the voters; however, the City could subject itself to a lawsuit from now until the November election. Additionally, if voters reject the by-district option, the City could still be open to litigation. She stated that cities who have gone that route were sued, even though citizens voted against the change, and were ultimately forced to convert to by-district elections using maps drawn by the court after spending a significant amount of money defending the matter. The law was changed in order to allow cities to convert to by-district elections by ordinance, along with the safe-harbor provisions, to save cities the cost of litigation. Ms. Magdich cautioned that, if the City took this question to the voters and they voted it down, it is highly likely the City will be challenged, forced to convert to by-district elections, and lose control over drawing its own map. One city had a similar issue that was compounded by the fact that the newly-elected council members could not be seated because the election to convert to by-district elections was under question. This city did not have a majority of council to make decisions and carry on with business.

Mr. Schwabauer added that Lodi's election in 2018 is for three seats and it would be detrimental if the City could not seat three members of its City Council until the outcome of the election is determined. He stated that he is opposed to the by-district election system and understands why at-large elections are predominate in local governments because municipalities were not meant to be political or driven by local politics. He pointed out the difficulty in fighting a law that was created to work against municipal governments, adding the City has very little choice in this matter.

Mayor Pro Tempore Mounce countered that it is political to run for office and she believes certain segments of the community control at least three members of this Council, that it has been that way for decades, and that districts will not break up that control. In any event, she agreed the City is not in the position to spend money defending this threat of litigation and she would rather spend a million dollars on resolving the homelessness issue and other matters of importance.

Mayor Nakanishi stated again that this law is being forced upon the City and that citizens should be upset about it. Personally, he prefers to fight it, but as a Council Member he understands the decision must be looked at fiscally. In the scenario mentioned earlier of potentially three Council Members not being seated as a result of a failed measure to go to district elections, Mayor Nakanishi stated he would feel comfortable with the two remaining Council Members, Johnson and Mounce, continuing to run City business in the interim. Mr. Schwabauer pointed out that two Council Members do not constitute a quorum and it takes three votes to pass Council actions. Two Council Members would leave the City deadlocked. Ms. Magdich added that the City Manager's contract authority is \$20,000; therefore, purchasing and contract authority above that threshold could not occur, which would leave the City stymied. Mayor Nakanishi suggested the City's ordinance could be amended to give the City Manager greater power to run the City. He summarized that he is not in favor of by-district elections, he would like citizens to make the decision on whether to move forward or not, and if the City moves in this direction, it should also consider an at-large mayor to safeguard the City.

Council Member Johnson stated he is concerned there will be a lack of public participation in this

process, despite the City's effort to advertise hearings and provide translators at meetings, adding that the bottom line is the City's hands are tied in this matter by legal exposure.

Spencer Dayton stated that, based on language discrepancies in the laws, he believes citizens' voices should be heard on this matter and it should be placed on the ballot. In response to Mayor Pro Tempore Mounce, Mr. Dayton confirmed he was suggesting the City hold a special election for citizens to vote on the matter. In response to Mayor Pro Tempore Mounce, City Clerk Ferraiolo stated the estimate from the San Joaquin Registrar of Voters for a ballot measure in 2016 was \$112,000 to \$114,000, and Mr. Schwabauer added the cost will also depend on whether or not it is the only item on the ballot.

Mayor Pro Tempore Mounce stated she conducted an informal survey on Facebook and the overwhelming response was that no one wants district elections in Lodi. She believes the issue would fail on the ballot should it proceed to an election, but failure of the measure will not change the outcome. She stated she believes the public wants the opportunity to vote for each Council Member at large versus members from districts who will only fight for issues effecting their own district.

Alex Aliferis expressed strong opposition to moving from at-large to by-district elections, stating this will be damaging for small cities such as Lodi. He pointed to Mayor Nakanishi, a Japanese-American, who ran for Council on his own merit because he is a good, strong candidate and the many Mexican-Americans who consider America their home and who live or rent on the east side but work hard to improve themselves and move into better neighborhoods. He stated he believes the letter from MALDEF is another shakedown to get money from cities.

In response to Mayor Pro Tempore Mounce, Mr. Aliferis stated this is a no-win situation and the City's hands are tied. The City's resources are desperately needed to deal with the California Public Employees Retirement System crisis, as well as many other necessary services, and he understands why the City chooses not spend a million dollars defending this matter. Ms. Magdich clarified that, at this time, there is no pending lawsuit; only a threat of litigation.

Council Member Kuehne made a motion, second by Council Member Johnson, to adopt Resolution No. 2017-223 expressing City Council's intention to initiate procedures for establishing and implementing by-district elections for City Council Members pursuant to Elections Code Section 10010.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Johnson, Council Member Kuehne, Mayor Pro Tempore Mounce, and Mayor Nakanishi

Noes: Council Member Chandler

Absent: None

B-2 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with National Demographic Corporation, of Glendale, for Demographic Services Regarding Transition to By-District Elections (Not to Exceed \$50,000) (CA)

City Attorney Magdich briefly summarized the recommendation is to contract with a demographer to handle the mapping process and public outreach for the transition to by-district elections.

Mayor Nakanishi reiterated that staff also look into changing to an at-large mayor as the process moves forward.

Council Member Kuehne made a motion, second by Council Member Johnson, to adopt Resolution No. 2017-224 authorizing the City Manager to execute a Professional Services Agreement with National Demographic Corporation, of Glendale, for demographic services regarding transition to by-district elections, in an amount not to exceed \$50,000.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Chandler, Council Member Johnson, Council Member Kuehne, Mayor Pro Tempore Mounce, and Mayor Nakanishi

Noes: None

Absent: None

C. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 7:55 a.m.

ATTEST:

Jennifer M. Ferraiolo
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, DECEMBER 19, 2017**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, December 19, 2017, commencing at 7:01 a.m.

Present: Council Member Chandler, Council Member Johnson, Council Member Kuehne, and Mayor Pro Tempore Mounce

Absent: Mayor Nakanishi

Also Present: City Manager Schwabauer, City Attorney Magdich, and City Clerk Ferraiolo

B. Topic(s)

B-1 Parks, Recreation and Cultural Services Annual Update (PRCS)

Parks, Recreation and Cultural Services Director Jeff Hood provided a PowerPoint presentation regarding the Parks, Recreation and Cultural Services (PRCS) Fiscal Year 2016/17 report. Specific topics of discussion included achievements, revenue, expenditures, net revenue, fund balance history, keys to revenue, keys to expense control, savings directed to capital, capital spending trend, participation report, challenges, and path forward.

In response to Council Member Johnson, Mr. Hood stated the increase in aquatics revenue can be attributed to increased use at the Lodi Lake beach due to efforts of staff to keep the area clean of goose droppings, as well as increased use at Blakely Park; however, the numbers at Hutchins Street Square have changed very little.

In response to Mayor Pro Tempore Mounce, Mr. Hood stated there has been a minimal increase in revenue at the Grape Bowl. The largest customer is the school district and there are more outside soccer groups playing in winter and spring, as well as a semi-professional adult football team that rents the facility roughly five times in spring. Mayor Pro Tempore Mounce pointed out that Community Development Block Grant funding for the east side was diverted to improve the Grape Bowl; however, she was uncertain how many area residents actually utilize the facility. She questioned what the expanded use and income is for the facility, to which Mr. Hood stated that it is not enough to make up for the costs to enhance the site, but it is starting to head in the right direction, adding there is some money set aside for repairs at the Grape Bowl. Mr. Schwabauer stated the significant issue with the Grape Bowl is the negative income, particularly because the facility was not Americans with Disabilities Act (ADA) compliant and a subsequent lawsuit. The City is experiencing greater success in dealing with the facility now that many of the ADA issues have been resolved. City Attorney Magdich explained that the facility has been judged by the court to be ADA program-compliant. The Grape Bowl is not completely done as the north side is still not compliant; however, Parks and Recreation is working with Public Works to develop paths of travel that can be accomplished with the least amount of money to bring it into compliance. Mayor Pro Tempore Mounce expressed her appreciation that staff has been tracking and setting aside funding for replacement of the artificial turf, because she expressed concerns about it when it was first installed. Mr. Hood stated that Parks and Recreation staff were complimented by field experts that Lodi's turf at the Grape Bowl is the best-maintained they have seen and it will have a longer useful life than most because of it.

Council Member Johnson requested an update on where the City stands on the appraisal of the properties Council discussed recently, some of which are park properties. Mr. Schwabauer stated there is a Member of the Appraisal Institute (MAI) appraiser currently assessing the properties and it is an industry practice to utilize MAI appraisers for these types of appraisals. Council Member Johnson stated it is taking a long time to complete these appraisals when most of the properties are bare land and less complex than sites with buildings and structures. Mr. Schwabauer stated he estimates the appraisals will be completed at the beginning of the year, and Ms. Magdich added that MAI appraisals typically take three to four months, but staff will look into the matter and provide an update.

Mayor Pro Tempore Mounce questioned the status of utilizing Lawrence Park as a police canine training location, to which Mr. Hood responded that Council previously rejected the idea, but he could bring the matter back if Council so desires. Mayor Pro Tempore Mounce stated that something needs to be done at the park because the homeless are destroying it.

Council Member Johnson suggested expanding the contract with United Cerebral Palsy (UCP) to handle light maintenance inside various facilities. Mr. Hood stated that UCP has a crew of five or six members and the hourly fee is \$68, which may be more costly than part-time workers. He added the Department utilizes volunteers looking for service hours and the new Facilities Supervisor is currently building a team of both skilled and advanced-level workers.

Myrna Wetzel expressed concern regarding the current condition of Candy Cane Park, stating that former Parks Superintendent Steve Dutra put plans in motion to re-design the park utilizing volunteer materials, labor, and donations; however, there has been no movement at the park since his retirement. She stated there is interest among area residents to utilize the park because there are a number of families with small children in the neighborhood, but the current equipment offers only two swings for older children, the park is overgrown with grass, there are no restrooms, the water fountain is poor, and several trees have died. She believes Candy Cane Park is vital to the neighborhood and that children will use it if adequate equipment is installed. Further, Ms. Wetzel pointed out the curbs surrounding the park lack handicap ramps and there is a handicapped individual who lives near the park and cannot use the curbs. Mr. Dutra had informed her the ramps could potentially be corrected as part of a package deal to improve the park, yet no work has commenced on either project.

Mayor Pro Tempore Mounce stated her understanding is that the City must accommodate a request for ADA improvements once it is reported by a handicapped individual. Mr. Schwabauer responded that it depends on the situation and what the correction is. The City does not have the budgetary capacity to make the entire city ADA compliant, but the reported location would be added to the ADA Transition Plan. Public Works has been proactive by adding many requests to its budget to complete paths of travel or improve sidewalks based on citizen complaints. He stated that Public Works will look into the area surrounding Candy Cane Park. Mr. Hood stated the bottom line is that it comes down to money and the cost of equipment far exceeds what volunteer assistance and donations can provide. The proposed Measure R on the 2016 ballot included improvements to Candy Cane Park; however, the measure failed. Since then, Council approved applying the money set aside for Candy Cane Park to replace the Salas Park restroom roof due to its dangerous condition. With regard to the lack of handicap ramps around Candy Cane Park, Mr. Hood stated there is a storm drain there as well that would need to be relocated as part of the ramp project. He confirmed that the Candy Cane Park improvements are currently included in the ADA Transition Plan.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 7:38 a.m.

ATTEST:

Jennifer M. Ferraiolo
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing Purchase of Playground Equipment for Henry Graves Park from PlayPower LT Farmington of Sacramento (\$80,950.84)

MEETING DATE: January 17, 2018

PREPARED BY: Parks, Recreation and Cultural Services Director

RECOMMENDED ACTION: Adopt resolution authorizing purchase of playground equipment for Henry Graves Park from PlayPower LT Farmington of Sacramento in the amount of \$80,950.84.

BACKGROUND INFORMATION: The playground equipment at Henry Graves Park is approximately 24 years old and in need of replacement. Many of its original features have been removed because of safety hazards.

The City Council approved using available Parks Capital funds for this project on June 21, 2017. Graves Park was selected by staff because replacement equipment can easily fit within the existing footprint, the site is ADA accessible resulting in the lowest overall cost for a replacement project, the park is frequently used for youth sports and a restroom is nearby.

The proposed equipment is geared toward 5- to 12-year-olds and includes a variety of climbing features, four swings, slides and shaded platforms as shown in the attachment.

Per Lodi Municipal Code 3.20.045, State and Local Agency Contracts, the bidding process may be waived when it is advantageous for the City, with appropriate approval by City Manager and City Council, to use contracts that have been awarded by other public agencies, provided that the award was in compliance with their formally-adopted bidding or negotiation procedures. Purchasing the Little Tikes playground equipment from PlayPower LT Farmington utilizing the National Joint Powers Alliance Purchasing Program Contract No. 052109-SYS saves the City \$15,387.74 (see Exhibit A).

The price does not include installation. PRCS is working with Public Works to bring bid specifications to the City Council for approval at a future meeting. Purchasing the equipment now will allow for its fabrication and delivery at or about the time of project award.

APPROVED: _____
Stephen Schwabauer, City Manager

FISCAL IMPACT: \$80,950.84 from Parks Capital.

FUNDING AVAILABLE: Parks Capital (43299000.77020)

Andrew Keys, Deputy City Manager/Internal Services Director

Jeff Hood
Director Parks, Recreation and Cultural Services

JH:tl

Attachments

cc: City Attorney

little tikes COMMERCIAL
Play Structures

All About Play
The Playground & Recreation Professionals

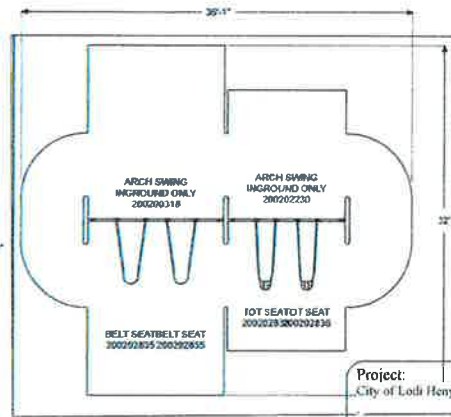
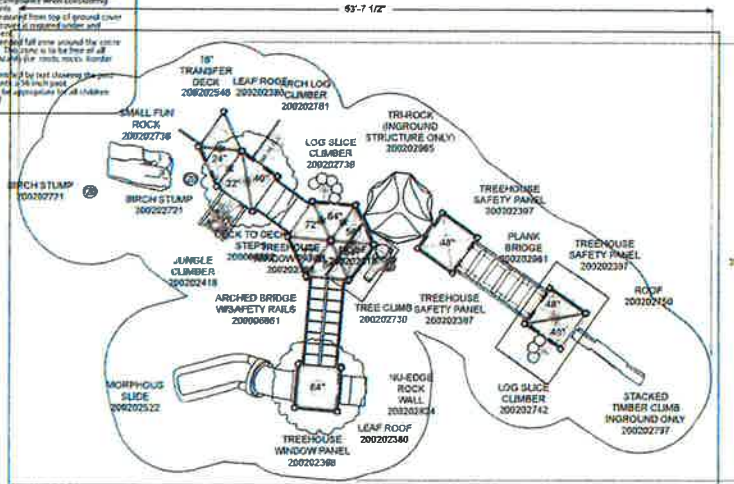
3844 Presidio Street • Sacramento, CA • (916) 923-2180 PH (916) 646-6383 FAX • www.playgroundpros.com

General Notes:

Age Group

☐ 2-5 years ☒ 5-12 years ☐ 12+ years

1. The Americans with Disabilities Act (ADA) may require that you make your park and/or playground accessible to all children with disabilities. Please consult your local jurisdiction to determine if the ADA applies to you.
2. For playground equipment to be considered accessible, accessible surfacing must be utilized in applicable areas.
3. Although a particular playground design may not meet the proposed Access Board Regulations in regards to the appropriate number of ground level events, the actual playground may be in compliance when considering existing play components.
4. All clear heights are measured from top of ground cover.
5. All climbing ground cover is required to be installed around all play equipment.
6. The minimum required clear fall zone around the entire play structure is shown. This space is to be free of all existing or existing future trees, rocks, water, etc.
7. All post lengths are identified by text showing the post length, or the appropriate size indicated.
8. Not all equipment may be appropriate for all children. Supervision is required.



Project:
City of Lodi Henry Graves Park

LTCPS rep:
Jean Zgraggen
All About Play
(916) 923-2180

Ground Space 94'-0" x 28'-6"
Protective Area: 106'-0" x 10'-0"

Drawn by: Jean Zgraggen
Date: 8/31/2017
DWG Name: R0317_12965407047

LTCPS - Farmington
878 East Highway 60
Monett, Missouri 65708
Voice: 1-800-325-8828
Fax: 417-354-2273

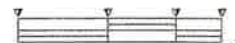
Playground Layout Compliance:

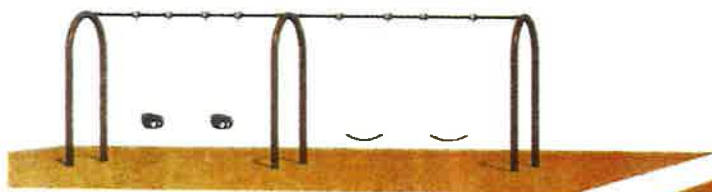
- ☒ ASTM F1487 - Playground Equipment for Public Use.
☒ CPSC Handbook for Public Playground Safety



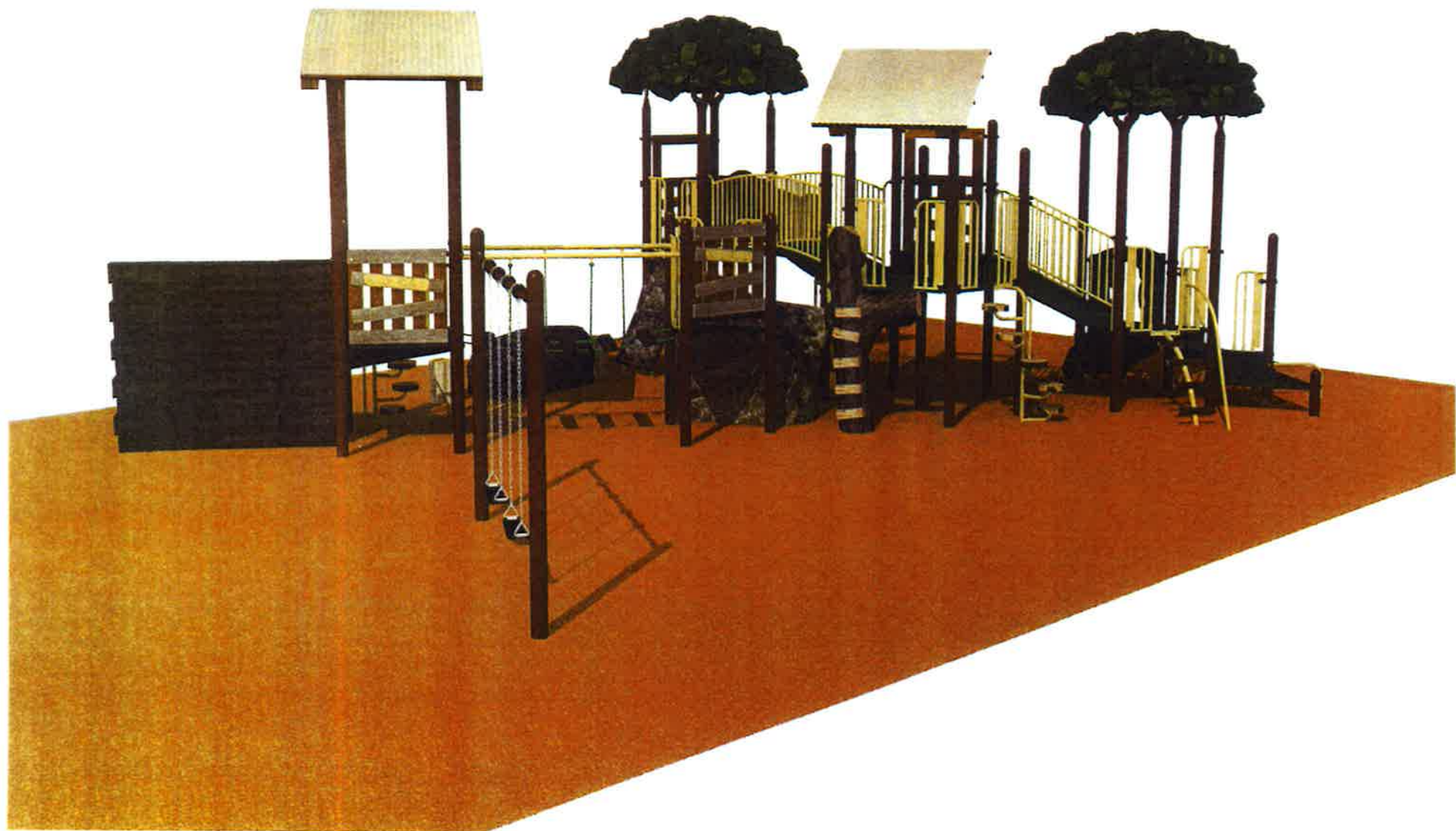
The play components identified in this plan are WPA compliant. The use and layout of these components conform to the requirements of ASTM F1487.

LEED points for this structure
0









RESOLUTION NO. 2018-

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE PURCHASE OF PLAYGROUND
EQUIPMENT FOR HENRY GLAVES PARK FROM
PLAYPOWER LT FARMINGTON, OF SACRAMENTO,
UTILIZING NATIONAL JOINT POWERS ALLIANCE
PURCHASING PROGRAM CONTRACT NO. 052109-SYS

=====

WHEREAS, the playground equipment at Henry Graves Park is approximately 24 years old and many of its original features have been removed due to safety hazards; and

WHEREAS, the City Council approved using available Parks Capital funds for this project on June 21, 2017; and

WHEREAS, per Lodi Municipal Code 3.20.045, State and Local Agency Contracts, the bidding process may be waived when it is advantageous for the City, with appropriate approval by City Manager and City Council, to use contracts that have been awarded by other public agencies, provided that the award was in compliance with their formally-adopted bidding or negotiation procedures; and

WHEREAS, purchasing the Little Tikes playground equipment from PlayPower LT Farmington utilizing the National Joint Powers Alliance Purchasing Program Contract No. 052109-SYS saves the City \$15,387.74.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the purchase of playground equipment for Henry Graves Park from PlayPower LT Farmington, of Sacramento, California, in the amount of \$80,950.84, utilizing the National Joint Powers Alliance Purchasing Program Contract No. 052109-SYS.

Dated: January 17, 2018

=====

I hereby certify that Resolution No. 2018-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held January 17, 2018, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

2018-_____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for City of Lodi White Slough Water Pollution Control Facility Storage Expansion and Surface, Agricultural, and Groundwater Supply Improvement Project

MEETING DATE: January 17, 2018

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for City of Lodi White Slough Water Pollution Control Facility Storage Expansion and Surface, Agricultural, and Groundwater Supply Improvement Project.

BACKGROUND INFORMATION: In June 2016, the City was awarded a Proposition 84, Delta, San Joaquin River, and Sacramento River Water Quality Program Grant by the California Department of Water Resources, to receive \$4,600,000. The grant is only offered to agencies located within the Sacramento San Joaquin Delta Area.

The grant funds up to 75 percent of the total proposed costs (environmental, design, and construction) of onsite recycled water storage facilities, intended to improve groundwater quality in the region. The 300 acre-foot capacity storage pond system will be used to store disinfected tertiary treated effluent to be used for irrigating the City's 890 acres of agricultural land surrounding White Slough Water Pollution Control Facility (WSWPCF), and to reduce the volume of effluent being discharged to the Delta. For these reasons it is also expected the project will further enhance the City's position in complying with the State's Sustainable Groundwater Management Act. The City is responsible for the remaining 25 percent in matching funds.

On January 20, 2016, Council approved a Professional Services Agreement with Petrologix Engineering for the environmental, geological, geotechnical, and preliminary and final design work needed to initiate the construction phase of this substantial project.

As mandated by state law, City staff prepared an Initial Study/ Mitigated Negative Declaration (File No. 2017-02 ND) in compliance with the California Environmental Quality Act of 1970, and on March 15, 2017, Council adopted a resolution certifying the document.

The project includes a new 300 acre-foot capacity storage pond that will store tertiary-treated wastewater, approximately 3,400 feet of 18-inch diameter pipe that will convey water to and from the new pond, a new pump station to both fill and drain the pond, a new structure that will monitor and control the flow to the pond, piping connections at two existing structures, associated electrical/instrumentation improvements, and other incidental and related work, all as shown on the plans and specifications for the project.

APPROVED: _____
Stephen Schwabauer, City Manager

The plans and specifications are on file in the Public Works Department. The planned bid opening date is February 21, 2018. The project estimate is \$3,900,000. Construction is anticipated to start in the spring of 2018 and extend through early 2019.

FISCAL IMPACT: The cost for this work is programmed in the Fiscal Year 2017/18 budget. The City's cost share is 25 percent and the remaining 75 percent will be reimbursed through the Proposition 84 Grant.

FUNDING AVAILABLE: Funding will be identified at project award.

Charles E. Swimley, Jr.
Public Works Director

Prepared by Charles E. Swimley, Jr., Public Works Director
CES/CES/tdb



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for Well 24 Rehabilitation Project

MEETING DATE: January 17, 2018

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for Well 24 Rehabilitation Project.

BACKGROUND INFORMATION: Well 24 is located at 640 North Stockton Street (the Grape Bowl site) and was constructed in 1992. Since, the well production has steadily decreased to where the pumping water level is below the pump intake. The City hired a contractor to remove the pump and perform a video inspection of the well casing, in December of 2017. The video inspection showed the well casing is severely encrusted with scale which is restricting the well screen openings, as shown in Exhibit A. The video also reveals more than six feet of silty-type material at the bottom of the well. The inspection of the pump equipment reflected a substantial amount of wear and tear, indicating that it has reached its expected useful life of more than 20 years.

The City needs this water well to supplement peak-hour demand and fire flows in the industrial area east of the Union Pacific Railroad Tracks.

This project includes mechanical and chemical removal of the encrustation present on the well casing, removing the debris from the bottom of the well, furnishing and installing new pump equipment to restore production, and other incidental and related work, all as shown on the plans and specifications for the project.

The plans and specifications are on file in the Public Works Department. The planned bid opening date is February 14, 2018. The project estimate is \$156,000.

FISCAL IMPACT: This project will reduce the long term maintenance cost of the water well and enhance water system production capacity.

FUNDING AVAILABLE: Funding will be identified at project award.

Charles E. Swimley, Jr.
Public Works Director

Prepared by Lyman Chang, Deputy Public Works Director/City Engineer
CES/LC/tdb
Attachment

cc: City Engineer
Utility Manager
Public Works Management Analyst

APPROVED: _____
Stephen Schwabauer, City Manager

EXHIBIT A





CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Awarding Contract for Scoreboard Installation Improvements to Bockmon & Woody Electric Company, Inc., of Stockton (\$15,010)

MEETING DATE: January 17, 2018

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for Scoreboard Installation Improvements to Bockmon & Woody Electric Company, Inc., of Stockton, in the amount of \$15,010.

BACKGROUND INFORMATION: This project consists of four scoreboard and sponsor panel replacements. Two of the replacements will take place at the Softball Complex, one at Chapman Field, and one at Kofu Park. Replacement includes disconnecting the existing power source, removing existing scoreboards and sponsor panels, reusing the existing steel columns and footings, installing City provided wireless scoreboards and sponsor panels manufactured by Daktronics, and reconnecting to the power source and other incidental and related work, all as shown on the plans and specifications for the above project.

Plans and specifications for this project were approved on November 1, 2017. The City received the following three bids for this project on December 20, 2017.

Bidder	Location	Bid	Above/(Below) Engineer's Estimate
Engineer's Estimate		\$16,000.00	
Bockmon & Woody Electric	Stockton	\$15,010.00	(\$990.00)
*Johnston & Sons Electric	Lodi	\$16,900.00	900.00
Richard Townsend Const.	Oakdale	\$23,925.00	7,925.00

*Non-responsive

The second low-bid submitted by Johnston & Sons Electric did not contain the Receipt of Addendum for Addendum No. 1 and was deemed non-responsive. Addendum No. 1 included additional mounting clamps recommended by Siegfried Engineering, Inc. to account for seismic and wind loads.

Staff recommends awarding the contract for Scoreboard Installation Improvements to Bockmon & Woody Electric Company, Inc., of Stockton, in the amount of \$15,010.

FISCAL IMPACT: This project will have minimal impacts on annual maintenance costs. There will be a small cost savings due to the reduction of electricity required by the LED Scoreboards. This project will not impact the General Fund.

APPROVED: _____
Stephen Schwabauer, City Manager

FUNDING AVAILABLE: Fiscal Year 2017/18 Budget: 43299000.77020 (PKCAP-0035)

Andrew Keys
Deputy City Manager/Internal Services Director

Charles E. Swimley, Jr.
Public Works Director

Prepared by Jimi Billigmeier, Associate Civil Engineer
CES/JB/tdb
Attachment

cc: PRCS Director
Public Works Management Analyst

**SCOREBOARD INSTALLATION IMPROVEMENTS
Various Locations**

CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and BOCKMON & WOODY ELECTRIC CO., INC., a California corporation, herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 1992 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the

general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to replace four scoreboards and sponsor panels: two at the Softball Complex, one at Chapman Field and one at Kofu Park. Replacement shall include disconnecting the existing power source, removing scoreboards and sponsor panels, protecting in place and reusing the existing steel columns and footings, installing City provided wireless scoreboards and sponsor panels manufactured by Daktronics and reconnecting to the power source and other incidental and related work, all as shown on the plans and specifications for the above project.

See Section 6-07 "Description of Bid Items" for additional information.

CONTRACT ITEMS

Item	Description	Qty	Unit	Unit Cost	Total
1	Replace two (2) Scoreboards and two (2) Sponsor Panels at Softball Complex	1	LS	\$5,950.00	\$5,950.00
2	Replace one (1) Scoreboard and one (1) Sponsor Panel at Chapman Field	1	LS	\$4,260.00	\$4,260.00
3	Replace one (1) Scoreboard and two (2) Sponsor Panels at Kofu Park	1	LS	\$4,800.00	\$4,800.00

TOTAL \$15,010.00

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within **15 CALENDAR DAYS**.

ARTICLE IX - State of California Senate Bill 854 requires the following:

- No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI, a municipal corporation

By: _____
STEPHEN SCHWABAUER
City Manager

By: _____

Date: _____

Title

Attest:

JENNIFER M. FERRAILOLO
City Clerk

(CORPORATE SEAL)

Approved As To Form:

JANICE D. MAGDICH
City Attorney



RESOLUTION NO. 2018-____

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING THE
CONTRACT FOR SCOREBOARD INSTALLATION IMPROVEMENTS TO
BOCKMON & WOODY ELECTRIC COMPANY, INC., OF STOCKTON

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on December 20, 2017, at 11:00 a.m., for the Scoreboard Installation Improvements, described in the plans and specifications therefore approved by the City Council on November 1, 2017; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

Bidder	Bid	Above/(Below) Engineer's Estimate
Bockmon & Woody Electric	\$15,010	(\$990)
Johnston & Sons Electric*	\$16,900	\$900
Richard Townsend Construction	\$23,925	\$7,925

*Non-responsive

WHEREAS, staff recommends that the City Council award the contract for Scoreboard Installation Improvements to the low bidder, Bockmon & Woody Electric Company, Inc., of Stockton, in the amount of \$15,010.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for Scoreboard Installation Improvements to the low bidder, Bockmon & Woody Electric Company, Inc., of Stockton, California, in the amount of \$15,010; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract on behalf of the City of Lodi.

Dated: January 17, 2018

=====

I hereby certify that Resolution No. 2018-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held January 17, 2018 by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAILOLO
City Clerk

2018-____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Robertson-Bryan, Inc., of Elk Grove, for Aeration Basin Membrane Diffuser Survey of Technologies and Preliminary Engineering Evaluation Services (\$35,000)

MEETING DATE: January 17, 2018

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Professional Services Agreement with Robertson-Bryan, Inc., of Elk Grove, for aeration basin membrane diffuser survey of technologies and preliminary engineering evaluation services, in the amount of \$35,000.

BACKGROUND INFORMATION: There are six aeration basins measuring 30 feet wide, 135 feet long, and 18 feet deep at the White Slough Water Pollution Control Facility (WSWPCF). The basins are a part of the secondary treatment process that supply dissolved oxygen for the micro-organisms that work to reduce concentrations of nitrogen and ammonia in the wastewater.

Each of the six aeration basins (AB) is equipped with an array of four-foot by 12-foot membrane diffuser panels that were installed in 2004. The membrane diffuser panels are designed to distribute very fine, diffused air bubbles to efficiently supply the required dosage of dissolved oxygen for treatment, as shown in Exhibit A.

Over time, the small holes in the membrane material become obstructed and/or the membrane material fails due to fatigue associated with the air pressure being generated from the blowers supplying the air. To maintain or replace the membranes, each basin must be drained and cleaned, then each membrane panel must be lifted out of the basin by crane and transferred to the shop for replacement. Since each of the six basins have between 32 and 65 membrane panels, the maintenance effort consumes a significant amount of time and resources.

The scope of the membrane diffuser survey and preliminary engineering evaluation includes a survey of other wastewater treatment plants in the Central Valley region to identify their aeration basin membrane diffuser type, performance, and maintenance requirements; investigate new, more efficient aeration technologies that require less maintenance effort and to perform preliminary engineering analyses to assess their feasibility for use in the WSWPCF treatment process.

Staff recommends authorizing City Manager to execute Professional Services Agreement with Robertson-Bryan, Inc. of Elk Grove, for aeration basin membrane diffuser survey of technologies and preliminary engineering evaluation services, in the amount of \$35,000.

APPROVED: _____
Stephen Schwabauer, City Manager

FISCAL IMPACT: This evaluation is expected to identify more efficient and less labor intensive aeration systems for use at WSWPCF, resulting in potential operational savings. This expenditure does not impact the General Fund.

FUNDING AVAILABLE: Wastewater Plant Operating Fund (53053003.72450) - \$35,000

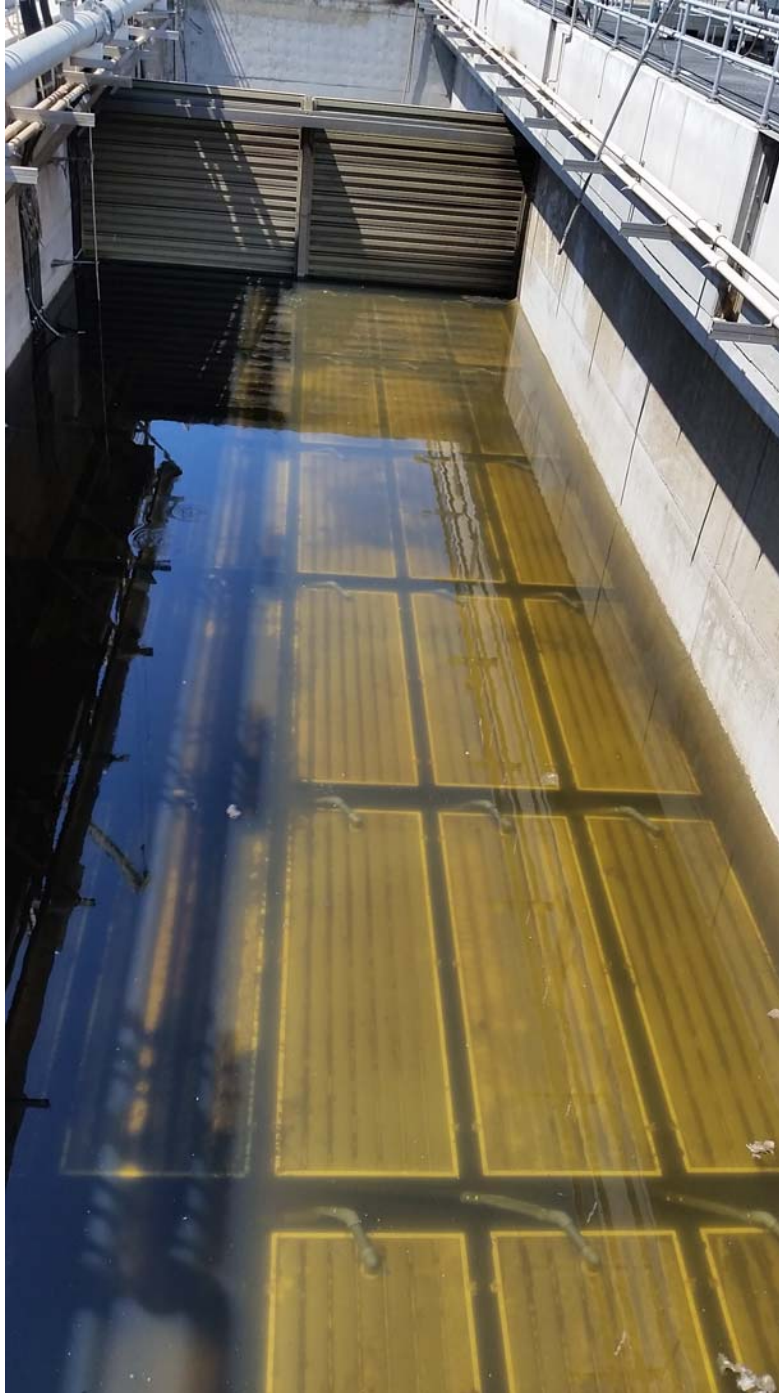
Andrew Keys
Deputy City Manager/Internal Services Director

Charles E. Swimley, Jr.
Public Works Director

Prepared by Karen D. Honer, Wastewater Plant Superintendent
CES/KDH/trb
Attachments

Exhibit A

Existing Membrane Diffuser Panels



AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 20____, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and ROBERTSON-BRYAN, INC., a California corporation (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for aeration basin membrane diffuser survey of technologies and preliminary engineering evaluation services for White Slough Water Pollution Control Facility (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time For Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to

weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on January 1, 2018 and terminates upon the completion of the Scope of Services or on December 31, 2019, whichever occurs first.

Section 2.7 Option to Extend Term of Agreement

At its option, City may extend the term of this Agreement for an additional one (1) one (1)-year extension; provided, City gives Contractor no less than thirty (30) days written notice of its intent prior to expiration of the existing term. In the event City exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect.

The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed three (3) years.

ARTICLE 3 **COMPENSATION**

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information

requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4

MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations

required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 Insurance Requirements for CONTRACTOR

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 Successors and Assigns

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn: Karen Honer

To CONTRACTOR: Robertson-Bryan, Inc.
 9888 Kent Street
 Elk Grove, CA 95624
 Attn: Art O'Brien

Section 4.9 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the

event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.21 Federal Transit Funding Conditions

☐ If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

JENNIFER M. FERRAILOLO
City Clerk

STEPHEN SCHWABAUER
City Manager

APPROVED AS TO FORM:
JANICE D. MAGDICH, City Attorney

ROBERTSON-BRYAN, INC.,
a California corporation

By: _____


By: _____
Name: Art O'Brien
Title: Principal

Attachments:

Exhibit A – Scope of Services

Exhibit B – Fee Proposal

Exhibit C – Insurance Requirements

Exhibit D – Federal Transit Funding Conditions (if applicable)

**Funding Source: 53053003.72450
(Business Unit & Account No.)**

Doc ID:R:\GROUP\ADMIN\Council\2017\12202017\RB1

CA:Rev.01.2015



October 3, 2017

DELIVERED BY EMAIL

Ms. Karen D. Honer
Wastewater Plant Superintendent
City of Lodi
12751 N. Thornton Road
Lodi, CA 95242

Subject: Proposal for Aeration Basin Membrane Diffuser Survey of Technologies and Preliminary Engineering Evaluation Services for the White Slough Water Pollution Control Facility

Dear Ms. Honer:

As requested, please accept this proposal for Robertson-Bryan, Inc. (RBI) to provide professional services to the City of Lodi (City) for the aeration basin membrane diffuser services for the White Slough Water Pollution Control Facility (WPCF). The services to be provided under this proposal are designed to assist the City to improve air delivery to the aeration basins and associated improvement in dissolved oxygen control. The services performed will provide the City with an evaluation of available membrane diffuser technologies, and experiences of other dischargers in using these technologies, necessary for the City to move forward with a revised aeration basin membrane diffuser system.

RBI's scope of work and budget for these services is provided below.

I. SCOPE OF WORK

This scope of work is organized into two project phases, as indicated below:

- Phase I: Survey of Technologies
- Phase II: Preliminary Engineering Evaluation

The tasks associated with each phase of the project are outlined in the subsequent sections.

PHASE I: SURVEY OF TECHNOLOGIES

TASK 1: SITE VISIT TO CITY OF LODI WHITE SLOUGH WATER POLLUTION CONTROL FACILITY

RBI will make one (1) site visit to the City of Lodi White Slough WPCF. This site visit will be used to gather detailed information regarding the aeration basin membrane diffuser system, including system setup, manufacturer provided specifications, maintenance procedures, and expected and actual performance. This information will be used to determine applicable

alternative membrane diffuser technologies and will be compared to other membrane diffuser technologies in the Technical Memorandum (TM) associated with the Phase I scope of work.

TASK 2: SURVEY OF MEMBRANE DIFFUSER TECHNOLOGIES

Subtask 2.1: Survey of Other Treatment Plants

RBI will conduct a survey of other treatment plants in the Central Valley Region in regards to their aeration basin membrane diffusers. Information relating to membrane diffuser performance, maintenance, control, and any operational issues experience will be gathered. This information will be used for comparison to the existing membrane diffusers at the White Slough WPCF, and will be presented in the TM associated with the Phase I scope of work.

Subtask 2.2: Research Membrane Diffuser Technologies

RBI will perform an investigation into available membrane diffuser technologies. This task will involve reviewing available membrane diffuser technologies and discussing technologies with respective manufacturer representatives. This information will be used for comparison to the existing membrane diffusers at the White Slough WPCF, and will be presented in the TM associated with the Phase I scope of work.

TASK 3: TECHNICAL MEMORANDUM

Subtask 3.1: Draft Technical Memorandum

RBI will prepare a draft TM summarizing the results of the efforts described in Tasks 1 and 2. The draft TM will be provided to the City for review and comment. The draft TM will be delivered to the City in Microsoft Word format, with any appendices and attachments included in PDF format. Upon review of the TM by the City, RBI will meet with City staff to discuss options evaluated and their applicability for the WPCF. The results of the meeting will be incorporated in the Final TM described below.

Subtask 3.2: Final Technical Memorandum

RBI will prepare a final TM, incorporating the City's revisions and comments to the draft TM. The final TM will be delivered to the City in PDF format, complete with attachments.

TASK 4: PROJECT MANAGEMENT

Project management time shall primarily be used by our Principal-in-charge, Art O'Brien, to coordinate and direct the project activities to assure that all tasks are conducted efficiently and effectively. In addition, this task provides time for project coordination by phone, email, and fax with other project team members, review of preliminary work products, budget and schedule tracking, and other duties to coordinate and administer the project.

PHASE II: PRELIMINARY ENGINEERING EVALUATION

The information presented in the TM for the Phase I work will provide the basis for the Preliminary Engineering Evaluation tasks described below for Phase II.

TASK 1: MEMBRANE DIFFUSER VENDOR COORDINATION

RBI will engage with the membrane diffuser vendors specified in the final recommendations presented in the TM associated with Phase I, Task 3. Information gathered from membrane diffuser vendors will be sufficiently detailed to enable preliminary engineering calculations regarding membrane diffuser performance and feasibility for use at the White Slough WPCF. Engagement with vendors will be handled via phone, email, or in person meetings (if necessary).

TASK 2: PRELIMINARY ENGINEERING EVALUATION

Based on information gathered in Phase II, Task 1, RBI will perform a preliminary engineering evaluation for a revised membrane diffuser system at the White Slough WPCF. This evaluation will involve engineering calculations for revised membrane diffuser systems that sufficiently meet aeration basin air demands. The evaluation will also include a comparison of revised membrane diffuser systems in regards to their ability to meet required air demands, along with oxygen transfer efficiencies and fouling rates. Based on vendor-supplied information, RBI will prepare preliminary layout drawings for the revised membrane diffuser systems to demonstrate the feasibility of the revised membrane diffuser systems. RBI may request aeration system related data from the City to facilitate this evaluation.

TASK 3: TECHNICAL MEMORANDUM

Subtask 3.1: Draft Technical Memorandum

RBI will prepare a draft TM for City review and comment summarizing the results of Tasks 1 and 2. The draft TM will be delivered to the City in Microsoft Word format, with any appendices and attachments included in PDF format. Upon review of the TM by the City, RBI will meet with City staff to discuss the membrane diffuser options evaluated and their applicability for the WPCF, and will determine a recommended revised membrane diffuser system to be specified in the Final TM associated with Subtask 3.2. The results of the meeting will be incorporated in the Final TM described below.

Subtask 3.2: Final Technical Memorandum

RBI will prepare a final TM, incorporating the City's revisions and comments to the draft TM, and the final recommendation for a revised membrane diffuser system. The final TM will be delivered to the City in PDF format, complete with attachments.

TASK 4: PROJECT MANAGEMENT

Project management time shall primarily be used by our Principal-in-charge, Art O'Brien, to coordinate and direct the project activities to assure that all tasks are conducted efficiently and effectively. In addition, this task provides time for project coordination by phone, email, and fax with other project team members, review of preliminary work products, budget and schedule tracking, and other duties to coordinate and administer the project.

Ms. Karen Honer
City of Lodi White Slough WPCF
October 3, 2017
Page 4



II. SCHEDULE

RBI can begin providing professional services associated with the tasks defined herein upon receipt of a contract or written authorization to proceed.

III. CONTRACT AND BILLING ARRANGEMENT

RBI recommends a time-and-materials contract, not to exceed the amount shown in Attachment 1 without written authorization, to provide the professional services outlined herein (see Attachment 1 for a detailed project budget). RBI will invoice the City monthly according to the fee schedule in Attachment 2 for all RBI work activities completed in the prior month.

If you have any questions regarding this proposal, please do not hesitate to contact me at (916) 405-8944.

Sincerely,

A handwritten signature in blue ink that reads 'Art O'Brien'.

Art O'Brien, PE
Principal

A handwritten signature in blue ink that reads 'Cyle Moon'.

Cyle Moon, EIT
Project Engineer I

Attachment 1: Budget
Attachment 2: Fee Schedule

ATTACHMENT 1

BUDGET

Aeration Basin Membrane Diffuser Survey of Technologies and Preliminary Engineering Evaluation Services

Robertson-Bryan, Inc.			
	Principal Engineer- Art O'Brien	Project Engineer I - Cyle Moon	Subtotal
PROFESSIONAL SERVICES			
PHASE I: SURVEY OF TECHNOLOGIES			
Task 1: Site Visit to City of Lodi White Slough WPCF	6	6	\$ 2,556.00
Task 2: Survey of Membrane Diffuser Technologies			
Subtask 2.1: Survey of Other Treatment Plants		12	\$ 2,028.00
Subtask 2.2: Research Membrane Diffuser Technologies		8	\$ 1,352.00
Task 3: Technical Memorandum			
Subtask 3.1: Draft Technical Memorandum	6	12	\$ 3,570.00
Subtask 3.2: Final Technical Memorandum	2	4	\$ 1,190.00
Task 4: Project Management	4		\$ 1,028.00
PHASE II: PRELIMINARY ENGINEERING EVALUATION			
Task 1: Membrane Diffuser Vendor Coordination	2	16	\$ 3,218.00
Task 2: Preliminary Engineering Evaluation	8	32	\$ 7,464.00
Task 3: Technical Memorandum			
Subtask 3.1: Draft Technical Memorandum	8	16	\$ 4,760.00
Subtask 3.2: Final Technical Memorandum	2	4	\$ 1,190.00
Task 4: Project Management	4		\$ 1,028.00
Total Hours:	42	110	
Rate:	\$ 257.00	\$ 169.00	
Labor Subtotal:	\$ 10,794.00	\$ 18,590.00	\$ 29,384.00
DIRECT EXPENSES			
Mileage			\$ 150.00
Direct Expenses Subtotal:			\$ 150.00
TOTAL			\$ 29,534.00
CONTINGENCY			\$ 5,466.00
TOTAL BUDGET NOT TO EXCEED			\$ 35,000.00

ATTACHMENT 2

2017 FEE SCHEDULE

- Charges for project work performed by Robertson-Bryan, Inc. (RBI) will be calculated and billed at the hourly rates shown below.

PROFESSIONAL SERVICES	RATE/HOUR
♦ Managing Partner	\$275.00
♦ Principal Engineer/Scientist	\$257.00
♦ Resource Director	\$235.00
♦ Associate	\$225.00
♦ Senior Engineer/Scientist II	\$218.00
♦ Senior Engineer/Scientist I	\$210.00
♦ Project Engineer/Scientist III	\$195.00
♦ Project Engineer/Scientist II	\$185.00
♦ Project Engineer/Scientist I	\$169.00
♦ Staff Engineer/Scientist II	\$157.00
♦ Staff Engineer/Scientist I	\$143.00
♦ Technical Analyst	\$138.00
♦ Graphics/GIS	\$127.00
♦ Administrative Assistant	\$90.00
♦ Intern	\$59.00

- Up to ten percent (10%) of subcontractor charges will be added to cover administrative costs. Hourly rates will be increased by a minimum of fifty percent (50%) for depositions, trials, and hearings.

INVOICING AND PAYMENTS

- Invoices will be issued on a monthly basis for all work performed on a project. Payment is due upon receipt of the invoice.



EXHIBIT C

NOTE: The City of Lodi is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s). Please see attached flyer regarding PINS Advantage.

Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this Agreement, insurance coverage as listed below. These insurance policies shall protect Contractor and any subcontractor performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, or by any subcontractor, or by anyone directly or indirectly employed by either of them. In the event Contractor's insurance cannot fully cover any hired subconsultants, the terms of insurance herein shall be requirements for the subconsultant. The amount of such insurance shall be as follows:

1. **COMPREHENSIVE GENERAL LIABILITY**
\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
2. **PROFESSIONAL LIABILITY / ERRORS AND OMISSIONS**
\$1,000,000 Each Claim/Aggregate

When project specific insurance is required, all limits are to be designated strictly for the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. All deductibles or self-insured retentions (SIR) must be disclosed to City's Risk Manager for approval and shall not reduce the limits of liability set forth hereinabove. Insurance policies containing any deductible or SIR provision shall provide, or be endorsed to provide, that the deductible or SIR may be satisfied by either the Named Insured(s) or the City of Lodi.

It is required that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth above, shall be available to City as an additional insured. Furthermore, the requirements for coverage and limits shall be (i) the minimum coverage and limits specified in these insurance requirements; or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor; whichever is greater.

Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

A copy of the certificate(s) of insurance with the following endorsements shall be furnished to the City:

- (a) **Additional Named Insured Endorsement**
Pursuant to a separate endorsement (ISO form CG 2010 (11/85) or a later version, that provides commercial general liability coverage at least as broad as this form) such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers as additional named insureds. An additional named insured endorsement is also required for Auto Liability.
- (b) **Primary and Non-Contributory Insurance Endorsement**
Additional insurance coverage under the Contractor's commercial general liability and automobile liability policy shall be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

- (c) **Waiver of Subrogation**
Include a waiver of subrogation against the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. A waiver is required for General Liability and Auto Liability.

Insurance Requirements for Contractor (continued)

- (d) **Limits of Coverage**
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance of Contractor shall contain, or be endorsed to contain, a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect the City as a named insured.
- (e) **Severability of Interest Clause**
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractor's commercial general liability and automobile liability policies.
- (f) **Notice of Cancellation or Change in Coverage Endorsement**
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.
- (g) **Continuity of Coverage**
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance.
- (h) **Failure to Comply**
If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.
- (i) **Qualified Insurer(s)**
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

Workers Compensation Insurance The Contractor shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. **A waiver of subrogation is required for workers compensation insurance.** This policy may not be canceled nor the coverage reduced without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

NOTE: The City reserves the right to obtain a full certified copy of any insurance policy or endorsements required. Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.

RESOLUTION NO. 2018-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE A
PROFESSIONAL SERVICES AGREEMENT WITH
ROBERTSON-BRYAN, INC., OF ELK GROVE, FOR
AERATION BASIN MEMBRANE DIFFUSER SURVEY
OF TECHNOLOGIES AND PRELIMINARY
ENGINEERING EVALUATION SERVICES

=====

WHEREAS, aeration basin membrane panels are designed to distribute very fine, diffused air bubbles to efficiently supply the required dosage of dissolved oxygen for treatment; and

WHEREAS, several new and updated technologies have been developed that can minimize impact to staff and budget; and

WHEREAS, staff recommends authorizing the City Manager to execute a Professional Services Agreement with Robertson-Bryan, Inc., of Elk Grove, for aeration basin membrane diffuser survey of technologies and preliminary engineering evaluation services, in the amount of \$35,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement with Robertson-Bryan, Inc., of Elk Grove, California, for aeration basin membrane diffuser survey of technologies and preliminary engineering evaluation services, in the amount of \$35,000.

Dated: January 17, 2018

=====

I hereby certify that Resolution No. 2018-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held January 17, 2018, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAILOLO
City Clerk

2018-_____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Waive the Bid Process and Execute Professional Services Agreement with Garland/DBS, Inc., of Cleveland, OH, for Park Annex Building Roof Repair Project (\$125,983), Utilizing U.S. Communities Contract No. 10330, Authorizing City Manager to Carry Forward Unspent Budget Authority for this Project, up to \$132,283, Until Project Completion, Authorizing Public Works Director to Execute Change Orders Not-to-Exceed \$6,300, and Appropriating Funds (\$31,000)

MEETING DATE: January 17, 2018

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to waive the bid process and execute Professional Services Agreement with Garland/DBS, Inc., of Cleveland, OH, for Park Annex Building Roof Repair Project, in the amount of \$125,983, utilizing U.S. Communities Contract No. 10330, authorizing City Manager to carry forward unspent budget authority for this project, up to \$132,283, until project completion, authorizing Public Works Director to execute change orders not-to-exceed \$6,300, and appropriating funds in the amount of \$31,000.

BACKGROUND INFORMATION: The Park Annex Building is located at 111 North Stockton Street (Exhibit A). A portion of the 15,000 square-foot building is currently being used by the Parks Division for office space and equipment storage and the rest of the areas are used as tenant spaces for privately-owned businesses (Mojica's Batting Cages and CrossFit Lodi).

The existing metal seam roof was installed in 1986 and has 24 skylight openings. The roof has recently developed leaks in various locations but primarily around the skylight openings, which has required frequent repairs and indicates the roof system has reached its useful life.

This project will replace the existing skylight openings with matching metal roofing materials, and recoat the entire roof with a silicone roof coating system. The final product will carry a two-year contractor warranty and a 10-year manufacturer warranty against leakage. Garland/DBS, Inc. will also perform an annual roof inspection for the duration of the warranty.

Garland/DBS, Inc. was the successful bidder for U.S. Communities Contract No. 10330 for competitively-bid roofing services. Using the U.S. Communities line item cost, the bid price of \$164,424 is the maximum price an agency would be charged for the restoration services. To compare the U. S. Community price with local roof restoration prices, Garland/DBS, Inc., requested a quote from Waterproofing Associates, Inc., of Lodi, a company that has successfully performed roof restoration services on other City facilities.

For this project, the DBS/Garland, Inc. will subcontract roof restoration services to Waterproofing Associates, Inc., of Lodi. The local price of \$125,983 is \$38,441 lower than the U.S. Communities line item

APPROVED: _____
Stephen Schwabauer, City Manager

costs. A five-percent project contingency (\$6,300) is requested to cover any unforeseen conditions in the field.

By using the U.S. Communities contract, the formal bidding process has already been performed, allowing staff to more efficiently procure labor and materials for specialty type work (such as roofing) while maintaining compliance with purchasing requirements. The Professional Services Agreement includes all insurance and bonding requirements included in City construction contracts. Per Lodi Municipal Code Section 3.20.045, State and Local Agency Contracts, the bidding process may be waived when it is advantageous for the City, with appropriate approval by City Manager and City Council, to use contracts that have been awarded by other California public agencies, provided that their award was in compliance with their formally-adopted bidding or negotiation procedures.

The roof repair project is budgeted in the Fiscal Year 2017/2018 General Fund Capital for \$90,000. The remaining balance (\$43,000) for the project will be coming from \$12,000 in redirected project savings from the scoreboard replacement at the Softball Complex, and a new appropriation from PRCS Fund balance (\$31,000).

Staff recommends authorizing City Manager to waive the bid process and execute Professional Services Agreement with Garland/DBS, Inc., of Cleveland, OH, for Park Annex Building Roof Repair Project, in the amount of \$125,983, utilizing U.S. Communities Contract No. 10330, authorizing City Manager to carry forward unspent budget authority for this project, up to \$132,283, until project completion, authorizing Public Works Director to execute change orders not-to-exceed \$6,300, and appropriating funds in the amount of \$31,000.

FISCAL IMPACT: Restoring leaky roofs will reduce repair costs and protect the interior space from damage by water. The roof repair project utilizes \$90,000 in General Fund Capital.

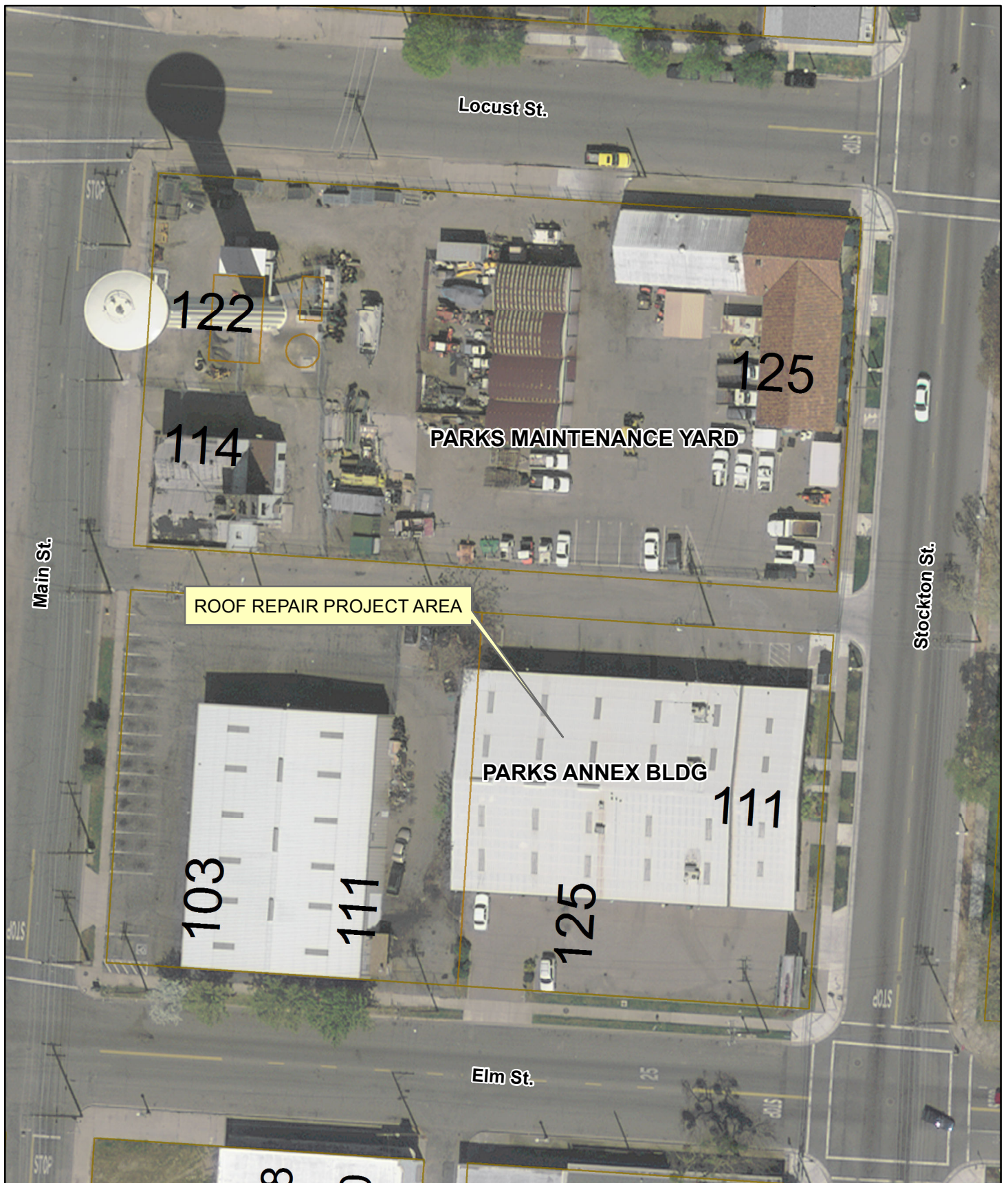
FUNDING AVAILABLE:	General Fund Capital (Fiscal Year 2017/18):	\$ 90,000
	Parks Capital (432):	\$ 12,000
	Requested Appropriation:	
	Parks Fund Balance Transfer (200):	<u>\$ 31,000</u>
	TOTAL:	\$133,000

Andrew Keys
 Deputy City Manager/Internal Services Director

Charles E. Swimley, Jr.
 Public Works Director

Prepared by Lyman Chang, Deputy Public Works Director/City Engineer
 CES/LC/tdb
 Attachments

cc: Parks, Recreation and Cultural Services Director
 Facility Supervisor, Sanford
 Management Analyst, Areida-Yadav
 Garland /DBS, Inc.



**PARKS ANNEX BUILDING
111 N STOCKTON STREET**



1 inch = 60 feet

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2018, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Garland DBS, Inc., a Delaware corporation (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for Park Annexation Building Roof Repair Project (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time For Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall

remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on February 1, 2018 and terminates upon the completion of the Scope of Services or on July 31, 2018, whichever occurs first.

ARTICLE 3

COMPENSATION

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Prevailing Wage

The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

Section 3.3 Contractor Registration – Labor Code §1725.5

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 3.4 Contract Bonds

CONTRACTOR shall furnish two good and sufficient bonds:

1. A faithful performance bond in the amount of one hundred percent (100%) of the contract price; and
2. A labor and materials bond in the amount of one hundred percent (100%) of the contract price.

These bonds will be required at the time the signed contract is returned to the City.

Section 3.5 (AB 626) Public Contract Code Section 9204 – Public Works Project Contract Dispute Resolution Procedure

Section 9204 of the California Public Contract Code (the "Code") provides a claim resolution process for "Public Works Project" contracts, as defined, which is hereby incorporated by this reference, and summarized in the following:

Definitions:

“Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City under a contract for a Public Works Project.

(B) Payment of money or damages arising from work done by, or on behalf of, a contractor pursuant to a contract for a Public Works Project and payment for which is not otherwise expressly provided or to which a claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the City.

“Public Works Project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

Claim Resolution Process:

(1) All Claims must be properly submitted pursuant to the Code and include reasonable documentation supporting the Claim. Upon receipt of a Claim, the City will conduct a reasonable review, and within a period not to exceed 45 days, will provide the claimant a written statement identifying the disputed and undisputed portions of the Claim. The City and contractor may, by mutual agreement, extend the time periods in which to review and respond to a Claim. If the City fails to issue a written statement, paragraph (3) applies.

Any payment due on a portion of the Claim deemed not in dispute by the City will be processed and made within 60 days after the City issues its written statement.

(2) If the claimant disputes the City’s response, or if the City fails to respond to a Claim within the time prescribed in the Code, the claimant may demand in writing, by registered mail or certified mail, return receipt requested, an informal conference to meet and confer for settlement of the issues in dispute, which will be conducted within 30 days of receipt.

If the Claim or any portion thereof remains in dispute after the meet and confer conference, the City will provide the claimant a written statement, within 10 business days, identifying the remaining disputed and undisputed portions of the Claim. Any payment due on an undisputed portion of the Claim will be processed and made within 60 days after the City issues its written statement. Any disputed portion of the Claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, as set forth in the Code, unless mutually waived and agreed, in writing, to proceed directly to a civil action or binding arbitration, as applicable.

(3) A Claim that is not responded to within the time requirements set forth in the Code is deemed rejected in its entirety. A Claim that is denied by reason of such

failure does not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by the Code will bear interest at 7 percent per annum.

(5) Subcontractors or lower tier subcontractors that lack legal standing or privity of contract to assert a Claim directly against the City, may request in writing, on their behalf or the behalf of a lower tier subcontractor, that the contractor present a Claim to the City for work performed by the subcontractor or lower tier subcontractor. The request shall be accompanied by reasonable documentation to support the Claim. Within 45 days of receipt of such written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the Claim to the City and, if the original contractor did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.

The Claim resolution procedures and timelines set forth in the Code are in addition to any other change order, claim, and dispute resolution procedures and requirements set forth in the City contract documents, to the extent that they are not in conflict with the timeframes and procedures the Code.

Section 3.6 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.7 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.8 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information

requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4 **MISCELLANEOUS PROVISIONS**

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations

required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 Insurance Requirements for CONTRACTOR

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 Successors and Assigns

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn: Lyman Chang

To CONTRACTOR: Garland DBS, Inc.
 3800 East 91st Street
 Cleveland, OH 44105
 Attn: Matt Egan

Section 4.9 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.21 Federal Transit Funding Conditions

☐ If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

JENNIFER M. FERRAILOLO
City Clerk

STEPHEN SCHWABAUER
City Manager

APPROVED AS TO FORM:
JANICE D. MAGDICH, City Attorney

GARLAND DBS, INC., a Delaware
corporation

By: _____



By: _____

Name: FRANK A. PERCACIANTE
Title: Controller

Attachments:

Exhibit A – Scope of Services

Exhibit B – Fee Proposal

Exhibit C – Insurance Requirements

Exhibit D – Federal Transit Funding Conditions (if applicable)

Funding Source: PKCAP-0036.Const(43299000.77020)/PKCAP-0036.Constr.GF(43199000.77020)

(Business Unit & Account No.)

Doc ID:K:\WP\PROJECTS\PSA's\2018\Garland Annex PSA.doc

CA:Rev.02.2017



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

City of Lodi
Annex Building

Date Submitted: 12/18/2017

Proposal #: 25-CA-171364

MICPA # 14-5903

California General Contractor License #: 949380

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Cobb County, GA and U.S. Communities. This budget/estimate should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered a competitive bid process for the project with the hopes of providing a lower market adjusted price whenever possible.

Scope of Work: Roof Restoration Coating

1. Clean and prep existing metal roof.
2. Remove 24 existing skylight panels and install new metal panels with insulation in their place.
3. Replace all missing or loose fasteners. Seal all the fasteners with Tuff Stuff Caulking.
4. Install Flashing Grade Silicone on all pipe penetrations and curb corners.
5. Install Rust-Go Primer at a rate of 1/2 gallon per 100sqft.
6. Install Cool-Sil Silicone roof restoration coating at a rate of 2 gallons per square.
7. Replace one 10' section of damaged gutter.
8. Provide 10 Year Manufacturer Warranty.
9. Provide 2 Year Contractor Warranty.

Line Item Pricing

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
2.41	Tear-off & Dispose of Debris: SYSTEM TYPE Metal Roofing System - Metal Deck	\$ 1.91	768	SF	\$ 1,467

14.11.03	METAL ROOFING SYSTEMS - LOW SLOPE & STEEP SLOPE (2): INSULATION OPTIONS FOR ARCHITECTURAL STANDING SEAM ROOF INSTALLATION OVER SUBSTRATE: INSULATION OPTION: - Architectural Application - Minimal Insulation - WOOD OR METAL DECK: Must Have 1/2" Treated Gypsum Board with Glass-Mat (e.g. DensDeck / Securock / Equal); & 40 mil Self-Adhering Underlayment	\$ 3.48	768	SF	\$ 2,673
14.21.06	METAL ROOFING SYSTEMS - LOW SLOPE & STEEP SLOPE (2): ROOF CONFIGURATION Architectural or Structural Standing Seam Roof System; Seam Height At or Above 2": THICKNESS OPTION: - Bare Galvalume Coated Steel or Equal Panel Price - 24 Ga, 18" - 19" Wide Panels	\$ 4.35	768	SF	\$ 3,341
14.21.11	METAL ROOFING SYSTEMS - LOW SLOPE & STEEP SLOPE (2): ROOF CONFIGURATION Architectural or Structural Standing Seam Roof System; Seam Height At or Above 2": COLOR OPTION: - Add for Standard Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	\$ 1.05	768	SF	\$ 806
14.21.29	METAL ROOFING SYSTEMS - LOW SLOPE & STEEP SLOPE (2): ROOF CONFIGURATION Architectural or Structural Standing Seam Roof System; Seam Height At or Above 2": PANEL INSTALLATION OPTION: - Architectural Application - Installed Over a Deck At or Above 3:12 Slope	\$ 5.02	768	SF	\$ 3,855
15.21	RESTORATIONS - RECOATING OF EXISTING ROOF SYSTEMS : ELASTOMERIC RESTORATIVE COATING FOR METAL ROOF SYSTEMS Power Wash & Clean with TSP; Use Portable Blowers to Clear Roof of Moisture; Prime, then Install Base Coat / Top Coat as Specified Elastomeric Restorative Coating (2 Gallons per Sq.); Rust Inhibitive Primer (Primer 1/2" Gallon to 1 Gallon per Sq.)	\$ 5.38	16,000	SF	\$ 86,080
	Sub Total Prior to Multipliers				\$ 98,222
22.31	JOB SITE SPECIFIC MULTIPLIERS APPLIED TO EACH LINE ITEM ON ASSOCIATE JOB: MULTIPLIER - ROOF IS CONSIDERED NON-STANDARD ARCHITECTURE OR HAS GREATER THAN 4/12 SLOPE Multiplier Applied when Roof Area is not Boxed-Shaped, Contains Multiple Sharp Angles and/or Curves, or the Roof has a Greater than 4/12 Slope, Very Steep.	35.00%		%	\$ 34,378

22.46	JOB SITE SPECIFIC MULTIPLIERS APPLIED TO EACH LINE ITEM ON ASSOCIATE JOB: MULTIPLIER - ROOF SIZE IS GREATER THAN 10,000 SF, BUT LESS THAN 20,000 SF Multiplier Applied when Roof Size is Less than 20,000 SF, but Greater than 10,000 SF Fixed Costs: Equipment, Mobilization, Demobilization, Disposal, & Set-Up Labor are Not Completely Absorbed Across Roof Area	15.00%	%	\$ 14,733
	Prevailing Wage Multiplier: Roofer San Joaquin County - \$40.22 / Hr.	17.40%		\$ 17,091
	Sub-Totals After Multipliers			\$ 164,424

Total Maximum Price of Line Items under the MICPA: \$ **164,424**

Proposal Price Based Upon Market Experience: \$ **125,983**

ADD 5% Project Contingency: \$ **6,299.15**

Proposal Price Based Upon Market Experience: \$ **132,282.15**

Garland/DBS Price Based Upon Local Market Competition:

NOT TO EXCEED \$132,282.15

1 Waterproofing Associates \$ 125,983

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers. Proposal pricing valid through 3/31/2018.

Clarifications/Exclusions:

1. Sales and use taxes are excluded. Please issue a Tax Exempt Certificate.
2. Permits are excluded.
3. Bonds are included.
4. Plumbing, Mechanical, Electrical work is excluded.
5. Masonry work is excluded.
6. Temporary protection is excluded.
7. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Matt Egan

Matt Egan
Garland/DBS, Inc.
(216) 430-3662



EXHIBIT C

NOTE: The City of Lodi is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s). Please see attached flyer regarding PINS Advantage.

Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this Agreement, insurance coverage as listed below. These insurance policies shall protect Contractor and any subcontractor performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, or by any subcontractor, or by anyone directly or indirectly employed by either of them. In the event Contractor's insurance cannot fully cover any hired subconsultants, the terms of insurance herein shall be requirements for the subconsultant. The amount of such insurance shall be as follows:

1. **COMPREHENSIVE GENERAL LIABILITY**
\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
2. **COMPREHENSIVE AUTOMOBILE LIABILITY**
\$1,000,000 Combined Single Limit
Such insurance shall cover liability arising out of any vehicle (including, owned, hired and non-hired vehicles) operated in performing any and all services pursuant to this Agreement. Coverage shall be written on ISO form CA 00 01 12 90, or a later version, that provides liability coverage at least as broad as this form.

When project specific insurance is required, all limits are to be designated strictly for the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. All deductibles or self-insured retentions (SIR) must be disclosed to City's Risk Manager for approval and shall not reduce the limits of liability set forth hereinabove. Insurance policies containing any deductible or SIR provision shall provide, or be endorsed to provide, that the deductible or SIR may be satisfied by either the Named Insured(s) or the City of Lodi.

It is required that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth above, shall be available to City as an additional insured. Furthermore, the requirements for coverage and limits shall be (i) the minimum coverage and limits specified in these insurance requirements; or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor; whichever is greater.

Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

A copy of the certificate(s) of insurance with the following endorsements shall be furnished to the City:

Insurance Requirements for Contractor (continued)

- (a) **Additional Named Insured Endorsement**
Pursuant to a separate endorsement (ISO form CG 2010 (11/85) or a later version, that provides commercial general liability coverage at least as broad as this form) such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers as additional named insureds. An additional named insured endorsement is also required for Auto Liability.
- (b) **Primary and Non-Contributory Insurance Endorsement**
Additional insurance coverage under the Contractor's commercial general liability and automobile liability policy shall be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

- (c) Waiver of Subrogation
Include a waiver of subrogation against the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. A waiver is required for General Liability and Auto Liability.
- (d) Completed Operations Endorsement
For three years after completion of project, a certificate of insurance with a Completed Operations Endorsement, CG 20 37 07 04, will be provided to the City of Lodi.
- (e) Limits of Coverage
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance of Contractor shall contain, or be endorsed to contain, a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect the City as a named insured.
- (f) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractors commercial general liability and automobile liability policies.
- (g) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.
- (h) Continuity of Coverage
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance.
- (i) Failure to Comply
If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.
- (j) Qualified Insurer(s)
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

Workers Compensation Insurance The Contractor shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. **A waiver of subrogation is required for workers compensation insurance.** This policy may not be canceled nor the coverage reduced without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

NOTE: The City reserves the right to obtain a full certified copy of any insurance policy or endorsements required. Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.

RESOLUTION NO. 2018-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO WAIVE THE BID PROCESS AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH GARLAND/DBS, INC., OF CLEVELAND, OHIO, FOR PARK ANNEX BUILDING ROOF REPAIR PROJECT, UTILIZING U.S. COMMUNITIES CONTRACT NO. 10330; AUTHORIZING THE CITY MANAGER TO CARRY FORWARD UNSPENT BUDGET AUTHORITY FOR THIS PROJECT UP TO \$132,283 UNTIL PROJECT COMPLETION; AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE CHANGE ORDERS NOT TO EXCEED \$6,300; AUTHORIZING A FIVE-PERCENT CONTINGENCY; AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, the roof over the Park Annex Building, located at 111 North Stockton Street, has developed leaks and is progressively getting worse; and

WHEREAS, Garland/DBS, Inc., was the successful bidder for U.S. Communities Contract No. 10330 for competitively-bid roofing services. Using the U.S. Communities line item cost, the bid price of \$125,983 is below the maximum price an agency would be charged for the restoration services; and

WHEREAS, per Lodi Municipal Code Section 3.20.045, State and Local Agency Contracts, the bidding process may be waived when it is advantageous for the City, with appropriate approval by the City Manager and City Council, to use contracts that have been awarded by other California public agencies, provided that their award was in compliance with their formally-adopted bidding or negotiation procedures; and

WHEREAS, staff recommends waiving the formal bidding process and authorizing the City Manager to execute a Professional Services Agreement with Garland/DBS, Inc., of Cleveland, Ohio, for the Park Annex Building Roof Repair Project, in the amount of \$125,983, utilizing U.S. Communities Contract No. 10330; authorizing the City Manager to continue budget authority up to the full project budget amount of \$132,283 for this project from fiscal year to fiscal year until such point as the project is complete and is accepted by Council; authorizing a five-percent contingency, in an amount not to exceed \$6,300, to cover unforeseen conditions; and authorizing the Public Works Director to execute change orders in an amount not to exceed \$6,300; and

WHEREAS, staff further recommends appropriating funds in the amount of \$31,000 from the fund balance of Parks Fund (200) for Fiscal Year 2017/18.

NOW, THEREFORE, BE IT RESOLVED that Lodi City Council does hereby:

- 1.) Authorize the City Manager to waive the formal bidding process and to execute a Professional Services Agreement with Garland/DBS, Inc., of Cleveland, Ohio, for Park Annex Building Roof Repair Project, in the amount of \$125,983, utilizing U.S. Communities Contract No. 10330; and
- 2.) Authorize the City Manager to continue budget authority up to the full project budget amount of \$132,283 for this project from fiscal year to fiscal year until such point as the project is complete and is accepted by Council. At such time all unspent budget authority will return to the fund for re-appropriation by the City Council; and

- 3.) Authorize the Public Works Director to execute change orders, not to exceed \$6,300, to cover unforeseen conditions; and
- 4.) Authorize a five-percent contingency, in an amount not to exceed \$6,300, to cover unforeseen conditions; and
- 5.) Appropriate funds in the amount of \$31,000 from the fund balance of Parks Fund (200) for Fiscal Year 2017/18.

Dated: January 17, 2018

=====

I hereby certify that Resolution No. 2018-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held January 17, 2018 by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAILOLO
City Clerk



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Amendment to Improvement Agreement for the Public Improvements of Villa Fiore (Van Ruiten Ranch) Subdivision, Tract No. 3919 (Unit No. 1), and Authorizing City Manager to Execute Improvement Agreement for the Public Improvements of Villa Fiore Neighborhood Park, Tract No. 3919 (Unit No. 1)

MEETING DATE: January 17, 2018

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Amendment to Improvement Agreement for the Public Improvements of Villa Fiore (Van Ruiten Ranch) Subdivision, Tract No. 3919 (Unit No. 1), and authorizing City Manager to execute Improvement Agreement for the Public Improvements of Villa Fiore Neighborhood Park, Tract No. 3919 (Unit No. 1).

BACKGROUND INFORMATION: Villa Fiore Subdivision, Unit No. 1, is the first phase of the multi-phase residential development located west of Lower Sacramento Road, and south of the recently completed Lodi Shopping Center, as shown on Exhibit A. Unit No. 1 consists of 130 single-family, residential lots.

The project includes the installation of all interior subdivision public improvements and full street improvements on Century Boulevard from Lower Sacramento Road to its westerly boundary, and Westgate Drive from Lodi Shopping Center to Century Boulevard.

The developer, Elliot Homes, Inc. (Developer), is required to construct a neighborhood park on Lot C, inside the project boundary, also shown on Exhibit A. Due to time constraints in Developer's construction schedule, Developer has requested to execute a separate improvement agreement to construct the park in order to expedite construction of the other site improvements. City staff deemed this a reasonable request and included a condition requiring that the park improvements be completed prior to final acceptance of Unit No. 1 of the multi-phase development. The Improvement Agreement for the Public Improvements of Villa Fiore (Van Ruiten Ranch) Subdivision Tract No. 3919 (Unit No. 1) was approved by Council on April 5, 2017.

Developer now requests the completion of the park improvements to be independent of the subdivision improvement for Unit No. 1 and to defer completion of the Villa Fiore Neighborhood Park until September 1, 2019, when all homes in Unit No. 1 are anticipated to be complete. This approach is mutually beneficial since it will extend the developer-funded maintenance period and postpone the City's park maintenance costs beyond 2021 with the standard two-year maintenance period after project acceptance.

The Improvement Agreement for the Public Improvements of Villa Fiore (Van Ruiten Ranch) Subdivision, Tract No. 3919, (Unit No. 1), Section 1. F., states that the park improvements shall be completed prior to

APPROVED: _____
Stephen Schwabauer, City Manager

project acceptance. The proposed amendment accommodates Developers request, allowing park improvements to be completed on or before September 1, 2019.

Staff recommends authorizing City Manager to execute Amendment to the Improvement Agreement for the Public Improvements of Villa Fiore (Van Ruiten Ranch) Subdivision Tract No. 3919 (Unit No. 1).

Staff also recommends authorizing City Manager to execute Improvement Agreement for the Public Improvements of Villa Fiore Neighborhood Park Tract No. 3919 (Unit No. 1).

Developer has furnished the City with the improvement plans, necessary agreements, guarantees, insurance certificates, and the required fees for the proposed park improvements. Once the City Manager executes the Improvement Agreement, the developer may commence work on the park improvements.

FISCAL IMPACT: There will be an overall increase in long term maintenance costs for public infrastructure and City services such as police, fire, water, wastewater and parks, and open space maintenance associated with the new subdivision. By deferring completion of the park improvements until Unit No. 1 build-out, it is expected the cost for landscape maintenance in the public park will be entirely offset by proceeds from Community Facilities District No. 2007-1 (Public Services).

FUNDING AVAILABLE: Not applicable.

Charles E. Swimley, Jr.
Public Works Director

Prepared by Kimberly Sobin
CES/KS/tdb
Attachments

cc: City Attorney
City Engineer / Deputy Public Works Director
Elliot Homes, Inc.
Senior Civil Engineer
Senior Engineering Technician, Wiman

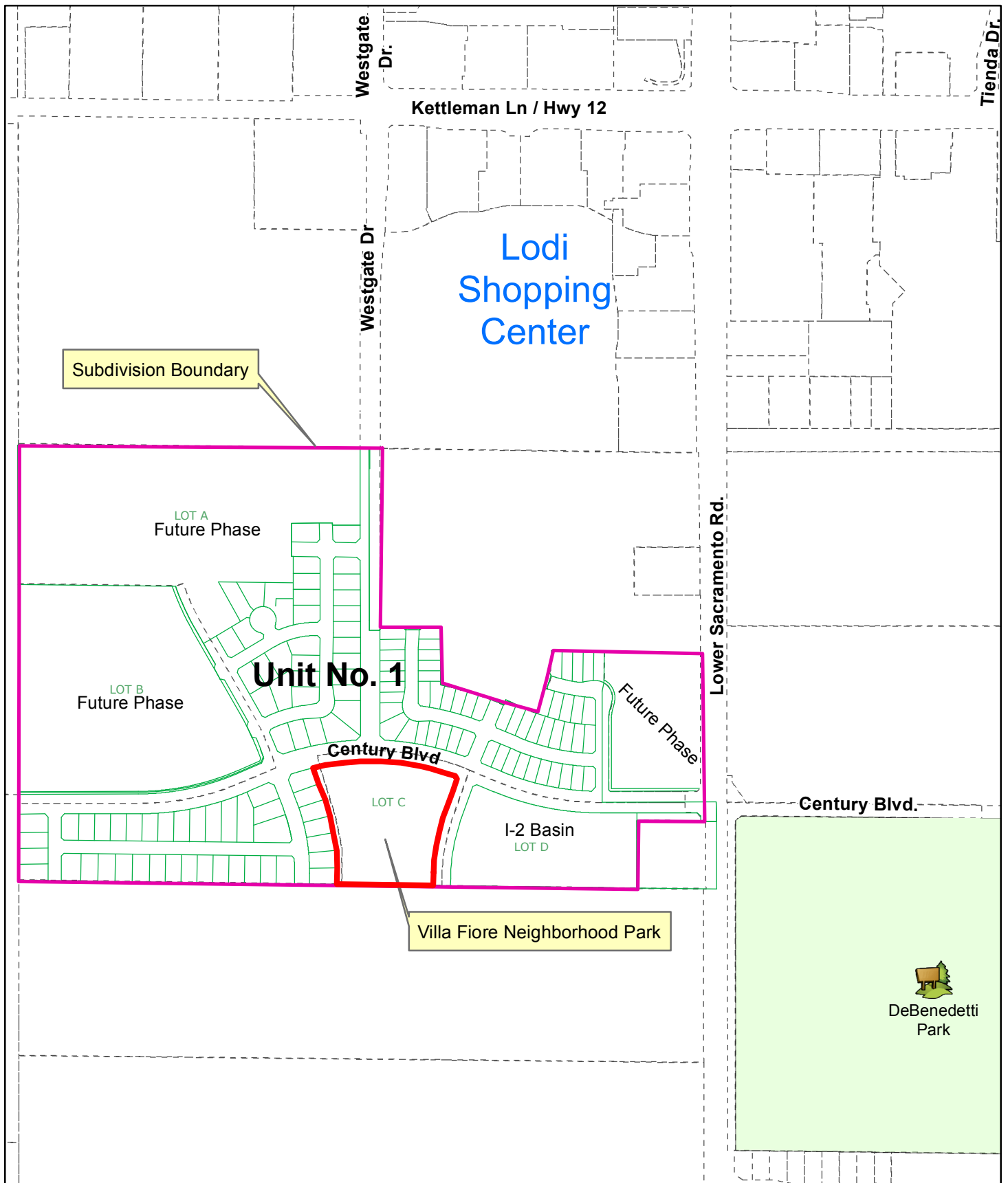


EXHIBIT A Villa Fiore Neighborhood Park



1 inch = 500 feet

WHEN RECORDED, RETURN TO:
City Clerk
City of Lodi
221 West Pine Street
Lodi, CA 95240

AMENDMENT TO THE
IMPROVEMENT AGREEMENT
for the
PUBLIC IMPROVEMENTS
of
VILLA FIORE (VAN RUITEN RANCH) SUBDIVISION
TRACT NO. 3919 (UNIT NO. 1)

THIS AMENDMENT is made and entered into by and between the CITY OF LODI, a California municipal corporation, hereinafter referred to as "City", and Elliott Homes, Inc., an Arizona Corporation, hereinafter referred to as "Developer."

RECITALS:

Developer and City has entered into an Improvement Agreement for the Public Improvements of Villa Fiore (Van Ruiten Ranch) Subdivision, Tract No. 3919 (Unit No. 1), dated June 6, 2017, recorded with the San Joaquin County Recorder on June 16, 2017 as Document No. 2017-068831, to outline the responsibilities of City and Developer for the development of the Villa Fiore Subdivision (hereinafter "Improvement Agreement"); and

Under the Improvement Agreement, Developer acknowledged that public park improvements are to be completed as part of the overall public improvements for the Villa Fiore Subdivision; and

Developer desires project acceptance of the "Project" as defined in the Improvement Agreement minus the public park improvements and appurtenant landscaping, and to defer completion of the public park improvements until September 1, 2019.

NOW THEREFORE, in addition to the terms and conditions set forth in the Improvement Agreement, the parties agree to revise Section 1. F., as follows:

1. Performance of Work by Developer

Developer will do and perform, or cause to be done and performed at Developer's own expense, in a good and workmanlike manner, and furnish all required materials, all under the direction and to the satisfaction of City's Public Works Director, all of the work and improvements as shown on the approved improvement plans for the Project, Plan Set D176, which is on file in the Public Works Department.

The Developer shall also perform or cause to be performed the following items which are not shown on the improvement plans:

- F. Public Park Improvements – The public park improvements and appurtenant landscaping will be covered by a separate improvement agreement to be executed by Developer and City. The park improvements and appurtenant landscaping shall be completed by Developer on or before September 1, 2019.

2. Execution

In Witness Whereof, Developer and City have caused their names and corporate seals to be hereunto affixed.

Elliott Homes, Inc.
An Arizona Corporation

Dated: _____

By: _____
HARRY C. ELLIOTT III
President

(CORPORATE SEAL)

CITY OF LODI,
a California municipal corporation

Dated: _____

By: _____
STEPHEN SCHWABAUER
City Manager

ATTEST:

JENNIFER M. FERRAILOLO
City Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

JANICE D. MAGDICH
City Attorney

WHEN RECORDED, RETURN TO:
City Clerk
City of Lodi
221 West Pine Street
Lodi, CA 95240

IMPROVEMENT AGREEMENT
for the
PUBLIC IMPROVEMENTS
of
VILLA FIORE NEIGHBORHOOD PARK
TRACT NO. 3919 (Unit No. 1)

THIS AGREEMENT is made and entered into by and between the CITY OF LODI, a California municipal corporation, hereinafter referred to as "City", and Elliott Homes, Inc. an Arizona corporation, hereinafter referred to as "Developer".

RECITALS:

Developer is the developer of that certain real property situated in the City of Lodi, County of San Joaquin, commonly known as parcel 3 in Tract A (APN: 058-030-32) and more particularly described in Exhibit A and depicted in Exhibit B. Developer has presented to City for approval the final subdivision map, hereinafter called "Map", entitled "Villa Fiore (Van Ruiten Ranch), Unit 1." The Map was filed with the Public Works Director for presentation to the City Council for approval, and are hereby referred to and incorporated herein;

Developer has requested approval of the Maps prior to the construction and completion of certain public improvements, specifically all park facilities and landscaping which are a part of, or appurtenant to, the Villa Fiore Neighborhood Park, hereinafter called "Project", all in accordance with, and as required by, the plans and specifications for all or any of said improvements in, appurtenant to, or outside the limits of Project, which plans and specifications are now on file in the office of and endorsed with the approval of the Public Works Director or designee.

The "Project" is part of the Villa Fiore Unit No. 1 (Subdivision) outlined in the "Improvement Agreement for the Public Improvements of Villa Fiore (Van Ruiten Ranch) Subdivision Tract No. 3919 (Unit No.1)" (Subdivision Improvement Agreement), recorded in the office of the San Joaquin County Recorder on June 16, 2017, as Document No. 2017-068831. The Subdivision Improvement Agreement is conditioned on the completion of certain public improvements, including the Project, prior to the City's acceptance of the Subdivision public improvements. Developer requests completion of the "Project" to be independent of the remaining public improvements set forth in the Subdivision Improvement Agreement to allow for additional time to complete the Project without delaying the acceptance of the remaining Subdivision public improvements and approval of the Map.

City Council will adopt a resolution to approve the Map and accept the dedications therein, with the exception of the Project, offered on the condition that Developer will first enter into and execute this Agreement with City and meet the requirements of said resolution; and

This Agreement is executed pursuant to the provisions of the Subdivision Map Act of the State of California and Titles 15 and 17 of the Lodi Municipal Code ("LMC").

NOW THEREFORE, for and in consideration of the acceptance of the dedications offered, and in order to insure satisfactory performance by Developer of Developer's obligations under State law and City Code, the parties agree as follows:

1. Performance of Work by Developer

Developer will do and perform, or cause to be done and performed at Developer's own expense, in a good and workmanlike manner, and furnish all required materials, all under

the direction and to the satisfaction of City's Public Works Director, all of the work and improvements as shown on the approved improvement plans for the Project, Plan Set 017D016, which is on file in the Public Works Department.

Upon entering into this Agreement, the City will allow the completion of the "Project" as outlined in Paragraph 6 of this Agreement. City will allow the acceptance of the other public improvements of Villa Fiore subdivision as set forth in the Subdivision Improvement Agreement.

2. Development Changes

Developer shall also perform all work and furnish all materials necessary to comply with any changes required by the Public Works Director, which, in his opinion, are necessary or required to complete the work in conformance with City Standards or are the result of changed conditions.

3. Performance of Work by City

Prior to the approval of the final maps by the City, it is agreed that the Developer shall deposit with the City the amount of money shown as the "Developer Cost" on the Billing Schedule, attached hereto as Exhibit C, and by this reference made a part hereof as though fully set forth.

From payments made under the Billing Schedule, Developer elects to have the City perform, install or cause the installation of the following items:

- A. Storm Water Permit Compliance Inspections. The fee shown on the Billing Schedule is based on one (1) inspection per month for construction activities covering six months period. The fee will be adjusted, if necessary, when the improvements are complete and ready for acceptance by the City. Any additional fees must be paid prior to project acceptance;
- B. Model Water Efficient Landscape Ordinance (MWELO) Compliance Inspections. The fee shown on the Billing Schedule covers the plan review and inspection fees for compliance with MWELO throughout a one (1) year period. The fee will be adjusted, if necessary, when the improvements are complete and ready for acceptance by the City. Any additional fees must be paid prior to project acceptance;
- C. Furnishing and installation of water meters for the public irrigation system

Developer shall also pay all additional costs for work performed by City deemed by the Public Works Director necessary to complete the work under this Agreement in conformance with City Standards.

4. Development Impact Mitigation Fees

Development Impact Mitigation Fees for water, wastewater capacity, street improvements, storm drain, police, fire, parks and recreation, general City facilities, art in public places and south wastewater trunk line do not apply to this project.

5. Reimbursement from Others

Developer may be eligible for reimbursement from others for the cost of certain off-site public improvements that benefit other properties. It is Developer's responsibility to request reimbursement and submit the appropriate information per LMC Section 17.62.

6. Work; Time for Commencement and Performance

Developer shall complete the Project on or before September 1, 2019. At least 15 calendar days prior to the commencement of work hereunder, Developer shall notify the Public Works Director of the date fixed by Developer for commencement thereof, so that City can provide inspection services.

7. Time Extension

Time is of the essence of this Agreement. City may extend the time for completion of the improvements hereunder, under the terms of an addendum to this Agreement, which shall be approved and executed by the City Manager. Any such extension may be granted without notice to Developer's surety, and extensions so granted, shall not relieve the surety's liability on the bond to secure the faithful performance of Developer under this Agreement. The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Developer to an extension.

8. Record Drawings and Certifications

Prior to acceptance of the Project improvements, Developer shall have installed and put in place, all survey monuments as shown on the Maps and provide record drawings and certifications as described in the City of Lodi Public Improvement Design Standards.

9. Permits; Compliance with Law

Developer shall, at Developer's expense, obtain all necessary permits and licenses for the construction of the improvements described in this Agreement, give all necessary notices, and pay all fees and taxes required by law.

10. Superintendence by Developer

Developer shall give personal superintendence to the work of said improvements, or have a competent agent, foreman or superintendent, satisfactory to the Public Works Director, on the work site at all times during construction, with authority to act for Developer.

11. Inspection by City

Developer, shall at all times, maintain proper facilities and provide safe access for inspection by City to all parts of the work site. Inspections will be provided during normal working hours of City staff. Developer will be billed for inspections on work performed on weekends, holidays and overtime. Developer shall also pay all additional costs incurred by City for soils and materials testing and/or inspection services, including storm water compliance inspections, required as a part of City inspection activities.

12. Contract Security

Concurrently with the execution of this Agreement, Developer shall furnish Improvement Security of at least 100 percent of the estimated cost of the public improvements required to be constructed, plus deferred fees and engineering costs of surveying, record drawings and certifications as security for the faithful performance of this Agreement; and an amount equal to at least 100 percent of the above costs, excluding deferred fees, as security for the payment of all persons performing labor and furnishing materials in connection with this Agreement as more fully described in the State Subdivision Map Act.

The City has determined these security amounts to be as follows:

Faithful Performance:	\$ 1,029,800.00
Labor and Materials:	\$ 1,029,800.00

13. Warranty Security

Prior to acceptance of the Project improvements by City, Developer shall furnish warranty security of at least 10 percent of the total cost of the public improvements required to be constructed, as security for repair or replacement of defective work as provided under Paragraph 18 of this Agreement. The warranty period shall be two years following the date of acceptance of the improvements by City. If any portion of the Project receives partial acceptance during the course of construction, the warranty period for all required Project improvements shall commence upon the date of final acceptance for the entire Project.

14. Landscape Maintenance

Developer shall execute a separate landscape maintenance agreement at time of Project acceptance to cover the maintenance of the constructed trail and park system. Developer shall agree to provide maintenance and upkeep of the landscape and hardscape elements including weekly trash removal from the trash cans in the park for a period of two (2) years following the date of acceptance of the improvements by the City. Developer shall furnish a Maintenance Security of at least 10% of the total cost of the public improvements inside the park as security for the maintenance cost. Should Developer or Developer's surety fail to act promptly or in accordance with this requirement, or should the exigencies of the case require maintenance to be performed before Developer can be notified, City may, at its option, perform the necessary maintenance work, and Developer shall pay to City the actual cost of such repairs plus 15-percent for administration and overhead costs.

15. Hold-Harmless Agreement

Developer hereby agrees to, and shall, hold City, its elected and appointed boards, commissions, officers, agents, and employees, harmless from any liability for damage or claims for damage from personal injury, including death, as well as from claims for property damage which may arise from Developer's or Developer's contractors', subcontractors', agents' or employees' operations under this Agreement, whether such operations be by Developer or by any of Developer's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Developer or any of Developer's contractors or subcontractors. Developer agrees to, and shall, defend City and its elected and appointed boards, commissions, officers, agents, and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations; provided as follows:

- A. That City does not, and shall not, waive any rights against Developer which it may have by reason of the aforesaid hold-harmless agreement, because of the acceptance by City, or the deposit with City by Developer, of any of the insurance policies described in Paragraph 16 of this Agreement.
- B. That the aforesaid hold-harmless agreement by Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not City has prepared, supplied or approved of, plans and/or specifications for the Project, or regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

16. Developer's Insurance

Developer shall not commence work under this Agreement until Developer shall have obtained all insurance required under this paragraph, nor shall Developer allow any contractor or subcontractor to commence work on Developer's contract or subcontract until all similar insurance required of the contractor or subcontractor shall have been so obtained. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

A. Worker's Compensation Insurance

Developer shall maintain, during the life of this agreement, Worker's Compensation Insurance for all Developer's employees employed at the site of improvement, and in case any work is sublet, Developer shall require any contractor or subcontractor similarly to provide Worker's Compensation Insurance for all contractors' or subcontractors' employees, unless such employees are covered by the protection afforded by Developer. In case any class of employees engaged in hazardous work under this Agreement at the site of the Project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each

subcontractor to provide insurance for the protection of said employees. **A waiver of subrogation is required for workers compensation insurance.** This policy may not be canceled nor the coverage reduced without 30 days prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine Street, Lodi, CA, 95240. Developer hereby indemnifies City for any damage resulting to it from failure of either Developer or any contractor or subcontractor to take out or maintain such Worker's Compensation insurance.

B. Comprehensive General and Automobile Insurance

Developer shall take out and maintain during the life of this Agreement such insurance as shall insure City, its elected and appointed boards, commissions, officers, agents, and employees, Developer and any contractor or subcontractor performing work covered by this Agreement from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from the Project or the Project property, including any public streets or easements, from Developer's or any contractors' or subcontractors' operations hereunder, whether such operations be by Developer or any contractor or subcontractor or by anyone directly or indirectly employed by either Developer or any contractor or subcontractor, and the amount of such insurance shall be as follows:

1. COMPREHENSIVE GENERAL LIABILITY

\$2,000,000 Each Occurrence
\$4,000,000 General Aggregate

2. COMPREHENSIVE AUTOMOBILE LIABILITY

\$1,000,000 Combined Single Limit

Such insurance shall cover liability arising out of any vehicle (including, owned, hired and non-hired vehicles) operated in performing any and all services pursuant to this Agreement. Coverage shall be written on ISO form CA 00 01 12 90, or a later version, that provides liability coverage at least as broad as this form.

Developer must have comprehensive automobile liability only if Developer's vehicles are used for the Project or on the Project property.

NOTE: Developer agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.). "Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

All limits are to be designated strictly for the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. All deductibles or self-insured retentions (SIR) must be disclosed to City's Risk Manager for approval and shall not reduce the limits of liability set forth hereinabove. Insurance policies containing any deductible or SIR provision shall provide, or be endorsed to provide, that the deductible or SIR may be satisfied by either the Named Insured(s) or the City of Lodi.

It is required that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth above, shall be available to City as an additional insured. Furthermore, the requirements for coverage and limits shall be (i) the minimum coverage and limits specified in these insurance requirements; or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Developer; whichever is greater.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

A. Additional Named Insured Endorsement

Pursuant to a separate endorsement (ISO form CG 2010 (11/85) or a later version, that provides liability coverage at least as broad as this form) Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed boards, commissions, officers, agents and employees as additional named insured insofar as work performed by the insured under written contract with the City of Lodi. This endorsement shall be on the form furnished by City and shall be included with Developer's policies. An additional named insured endorsement is also required for Auto Liability.

B. Primary and Non-Contributory Insurance Endorsement

Additional insurance coverage under the Developer's policy shall be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.

C. Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the Developer's liability.

D. Waiver of Subrogation

Include a waiver of subrogation against the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. A waiver is required for General Liability and Auto Liability.

E. Limits of Coverage

The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance of Developer shall contain, or be endorsed to contain, a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect the City as a named insured.

F. Completed Operations Endorsement

For three years after completion of project, a certificate of insurance with a Completed Operations Endorsement, CG 20 37 07 04, will be provided to the City of Lodi.

G. Continuity of Coverage

All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Developer shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Developer shall provide proof of continuing insurance on at least an annual basis during the Term. If Developer's insurance lapses or is discontinued for any reason, Developer shall immediately notify the City and immediately obtain replacement insurance.

H. Failure to Comply

If Developer fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Developer shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Developer of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Developer shall pay such reimbursement and interest on the first (1st)

day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Developer fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Developer shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.

I. Qualified Insurer(s)

All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

J. Evidence of Insurance

Developer shall furnish City, concurrently with the execution of this Agreement, with satisfactory evidence of the insurance required and evidence that each carrier is required to give City at least 30 days prior notice of the cancellation or reduction in coverage of any policy during the effective period of this Agreement. The street address of the City of Lodi must be shown on the certificate of insurance, i.e., City of Lodi, 221 West Pine Street, Lodi, CA, 95240; and the insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

NOTE: The City reserves the right to obtain a full certified copy of any insurance policy or endorsements required. Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.

17. Title to Improvements

Title to, and ownership of, all public improvements constructed hereunder by Developer shall vest absolutely in City upon completion and acceptance of such public improvements by City.

18. Repair or Reconstruction of Defective Work

If, within a period of two (2) years after final acceptance by City of the work performed under this Agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this Agreement, including the mitigation measures for dust and erosion control, fails to fulfill any of the requirements of this Agreement plans and specifications referred to herein, Developer and Developer's surety shall, without delay and without cost to City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Developer or Developer's surety fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Developer can be notified, City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer shall pay to City the actual cost of such repairs plus 15-percent for administration and overhead costs.

19. Mud, Debris, Dust and Erosion

Developer agrees and covenants not to permit mud or other debris to be tracked from the Project site or elsewhere onto City or County streets or onto private property without express permission. Developer further agrees not to cause damage to City or County streets.

Should any mud or debris be deposited in City or County streets or any damage is caused to City or County streets, Developer shall have the same removed or repaired forthwith, and if not removed or repaired upon notice within a specified time, City shall cause the

same to be removed or repaired and Developer shall be charged for the cost of said removal or repairs.

Developer, Developer's contractor, subcontractors, and/or agents shall be responsible for dust and erosion problems created during construction, including installation of telephone, electrical, cable television and gas facilities. Developer's responsibility for dust and erosion control shall extend to include a period of two years from the date of final acceptance by City of the work performed under this Agreement.

If a dust or erosion problem arises during development or within a period of two (2) years from the date of final acceptance by City of the work performed under this Agreement, including but not limited to installation of electrical facilities, and has not, after notice, been abated by Developer within a specified period of time, City shall cause the same to be controlled, and Developer shall be charged with the cost of said control.

20. Fire Protection During Construction

Fire protection facilities approved by City's Fire Chief, including all-weather access road and an approved water supply capable of supplying the required fire flow, shall be installed and made serviceable in accordance with the City Fire Code (as set forth in the Lodi Municipal Code) prior to and during the time of building construction. The above may be modified when alternate methods of protection approved by the Fire Chief are provided.

21. Protection of Existing Improvements

Damage to any existing improvements, private or public utility lines installed or undergoing installation in which damage occurs during the onsite and offsite construction required of Developer under this Agreement, shall be the absolute responsibility and liability of Developer. In other words, it shall be Developer's responsibility to pay for damage to existing improvements and public or private utilities within the Project property. Damage to any existing facilities outside the limits of the Project damaged as part of the construction of the required Project improvements is also Developer's responsibility.

22. Developer Not Agent of City

Neither Developer nor any of Developer's agents, contractors, or subcontractors are or shall be considered to be agents of City in connection with the performance of Developer's obligations under this Agreement.

23. Notice of Breach and Default

If Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of said work within such time, or if Developer should be adjudged bankrupt, or Developer should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer or any of Developer's contractors, subcontractors, agents, or employees, should violate any of the provisions of this Agreement, the Public Works Director or City Council may serve written notice upon Developer and Developer's surety of breach of this Agreement, or any portion thereof, and the default of Developer.

24. Breach of Agreement; Performance by Surety or City

In the event of any such notice, Developer's surety shall have the duty to take over and complete the work and the improvements herein specified; provided however, that if the surety, within five (5) days after the serving upon it of such notice of breach, does not give City written notice of its intention to take over the performance of this Agreement, and does not commence performance thereof within five (5) days after notice to City of such election, City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Developer, and Developer's surety shall be liable to City for any excess cost or damage

occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary therefor.

25. This Agreement shall run with the land and be binding on the Owner, its heirs, successors and assigns.

26. Notices.

All notices herein required shall be in writing, signed by the authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties.

Notices required to be given to City shall be addressed as follows:

Charles E. Swimley, Jr.
Public Works Director
City of Lodi
221 West Pine Street
P. O. Box 3006
Lodi, CA 95241-1910

Notices required to be given to Developer shall be addressed as follows:

Price Walker
Vice President, Project Development
Elliott Homes, Inc.
340 Palladio Parkway, Suite 521
Folsom, CA 95630-8775

Notices required to be given to Surety shall be addressed as follows:

Provided that either party or the surety may change such address by notice in writing in the manner set forth above, to the other party and thereafter notices shall be addressed and transmitted to the new address.

27. Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

28. Execution

In Witness Whereof, Developer and City have caused their names and corporate seals to be hereunto affixed.

Elliott Homes, Inc., an Arizona corporation

Dated: _____

By: _____
Harry C. Elliott III
President

(CORPORATE SEAL)

CITY OF LODI,
a California municipal corporation

Dated: _____

By: _____
STEPHEN SCHWABAUER
City Manager

ATTEST:

JENNIFER M. FERRAILOLO
City Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

JANICE D. MAGDICH
City Attorney



BILLING SCHEDULE

EXHIBIT C

Development:	Villa Fiore Neighborhood Park	Gross Acreage:	4.56
Developer:	Elliot Homes	No. of Units:	1
Engineer:	HLA Group Landscape Architects & Planners, Inc.		
Date:	12/19/17	Construction cost (Bid Price)	\$1,029,800.00

				DEVELOPER COST	CREDITS
<u>ENGINEERING</u>					
Engineering Fee	(5% of \$100,000)	ENG FEE		\$5,000.00	
	(3.5% of \$200,000)	ENG FEE		\$7,000.00	
	(2.5% of \$729,800)	ENG FEE		\$18,245.00	
Inspection Fee	(4% of \$250,000)	ENGINS		\$10,000.00	
	(3.5% of \$750,000)	ENGINS		\$26,250.00	
	(3% of \$29,800)	ENGINS		\$894.00	
Engineering Fee Paid Improvement Agreement Fee		ENG FEE ENG FEE		\$2,143.00	\$ 29,906.84
ENGINEERING SUBTOTAL				\$69,532.00	\$ 29,906.84
<u>STREET SYSTEM</u>					
Fees:					
Storm Water Inspection Fees (Charge for 1 year inspection)	PW03	1 LS @ \$	1,986.00	\$1,986.00	
STREET SYSTEM SUBTOTAL				\$1,986.00	\$0.00
<u>WATER SYSTEM</u>					
Charges for Work by City Forces:					
1" Domestic Water Meter	PW02	1 EA @ \$	350.00	\$300.00	
3" Meter for Park Irrigation	PW02	1 EA @ \$	1,980.00	\$1,980.00	
WATER SYSTEM SUBTOTAL				\$2,280.00	\$0.00
<u>ELECTRICAL SYSTEM</u>					
To be billed separately by Electric Utility Department					
TOTAL AMOUNT OF BILLING SCHEDULE				\$73,798.00	\$29,906.84
TOTAL DUE PRIOR TO IMPROVEMENT PLAN APPROVAL				\$43,891.16	

RESOLUTION NO. 2018-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE
CITY MANAGER TO EXECUTE AMENDMENT TO THE IMPROVEMENT
AGREEMENT FOR THE PUBLIC IMPROVEMENTS OF VILLA FIORE
(VAN RUITEN RANCH) SUBDIVISION, TRACT NO. 3919 (UNIT NO. 1);
AND AUTHORIZING THE CITY MANAGER TO EXECUTE
IMPROVEMENT AGREEMENT FOR THE PUBLIC IMPROVEMENTS OF
VILLA FIORE NEIGHBORHOOD PARK, TRACT NO. 3919 (UNIT NO. 1)

=====

WHEREAS, Villa Fiore Subdivision, Tract No. 3919 (Unit No. 1), is the first phase of the multi-phase residential development located west of Lower Sacramento Road, and south of the recently-completed Lodi Shopping Center, consisting of 130 single-family, residential lots; and

WHEREAS, the project includes the installation of all interior subdivision public improvements and full street improvements on Century Boulevard from Lower Sacramento Road to its westerly boundary, and Westgate Drive from Lodi Shopping Center to Century Boulevard; and

WHEREAS, the developer, Elliot Homes, Inc. (Developer), is required to construct a neighborhood park on Lot C, inside the project boundary; and

WHEREAS, Developer now requests the completion of the park improvements to be independent of the subdivision improvement for Unit No. 1 and to defer completion of the Villa Fiore Neighborhood Park until on or before September 1, 2019, when all homes in Unit No. 1 are anticipated to be complete; and

WHEREAS, the Improvement Agreement for the Public Improvements of Villa Fiore (Van Ruiten Ranch) Subdivision, Tract No. 3919 (Unit No. 1), Section 1. F., states that the park improvements shall be completed prior to project acceptance. The proposed amendment accommodates Developer's request, allowing park improvements to be completed on or before September 1, 2019; and

WHEREAS, staff recommends authorizing the City Manager to execute Amendment to the Improvement Agreement for the Public Improvements of Villa Fiore (Van Ruiten Ranch) Subdivision, Tract No. 3919 (Unit No. 1); and

WHEREAS, staff also recommends authorizing the City Manager to execute Improvement Agreement for the Public Improvements of Villa Fiore Neighborhood Park, Tract No. 3919 (Unit No. 1).

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Amendment to the Improvement Agreement for the Public Improvements of Villa Fiore (Van Ruiten Ranch) Subdivision, Tract No. 3919 (Unit No. 1); and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Improvement Agreement for the Public Improvements of Villa Fiore Neighborhood Park, Tract No. 3919 (Unit No. 1).

Dated: January 17, 2018

=====

I hereby certify that Resolution No. 2018-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held January 17, 2018 by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAILOLO
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

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AGENDA TITLE: Set Public Hearings for January 31, 2018, and February 7, 2018, to Receive Public Input on Draft Maps of Voting District Boundaries and Election Sequencing as Part of Transition to By-District Elections for City Council Members

MEETING DATE: January 17, 2018

PREPARED BY: City Attorney

RECOMMENDED ACTION: Set Public Hearings for January 31, 2018, and February 7, 2018, to receive public input on draft maps of voting district boundaries and election sequencing as part of the transition to by-district elections for City Council members.

BACKGROUND INFORMATION: On October 31, 2017, the City received a letter from the Mexican American Legal Defense and Educational Fund (MALDEF), threatening to sue the city for alleged violations of the California Voting Rights Act (the "CVRA") (Elec. Code sections 14025-14032), unless the city voluntarily converts to a "by-district" election system. MALDEF's letter asserts that the City's at-large system for the election of city council members results in Latino vote dilution and prevents Latino voters from electing candidates of their choice. MALDEF has served similar letters and subsequently filed lawsuits against cities for alleged CVRA violations.

On December 12, 2017 the City Council adopted a resolution initiating procedures for establishing and implementing by-district elections for City Council members. Council's adoption of the resolution was not based on any admission or concession that the City would ultimately be found to have violated the CVRA; rather, the risks and costs associated with protracted CVRA litigation, particularly in light of results in all other cities that have fought to retain at-large voting.

Pursuant to Elections Code Section 10010, five public hearings need to be held to provide the public with an overview of the process required to transition to by-district elections, receive public input, and establish boundaries and compositions of districts to be established. The first public hearing was held on December 20, 2017, the second public hearing will be held on January 17, 2018, and the third and fourth public hearings on January 31, 2018, and February 7, 2018, respectively.

Staff recommends that the City Council set the third of the five public hearings for 7 p.m. on Wednesday, January 31, 2018, a special Council meeting, and the fourth public hearing for 7 p.m. on Wednesday, February 7, 2018, a regular Council meeting, to receive public input on draft maps of voting district boundaries and election sequencing as part of the transition to by-district elections for City Council members pursuant to Elections Code Section 10010.

FISCAL IMPACT: The cost to publish the notice of public hearing.

FUNDING AVAILABLE: City Clerk's Elections Budget (10005000.72450)

Janice D. Magdich, City Attorney

APPROVED: _____
Stephen Schwabauer, City Manager



CITY OF LODI COMUNICACIÓN DEL CONSEJO

TITULO DE AGENDA: Audiencias Públicas programadas para el 31 de Enero de 2018 y el 7 de Febrero de 2018 para adquirir una visión general pertinente a los bocetos de los mapas demarcando los Distritos Electorales y la secuencia de las Elecciones como parte de la Transición a Elecciones Por-Distrito para la Votación de los Miembros del Consejo Municipal

FECHA DE LA REUNIÓN: 17 de Enero de 2018

PREPARADO POR: El Fiscal Municipal

ACCIÓN RECOMENDADA: Audiencias públicas programadas para el 31 de Enero de 2018 y el 7 de Febrero de 2018 para adquirir opiniones publicas pertinente a los bocetos de los mapas demarcando los distritos electorales y la sucesión de las elecciones como parte de la transición a elecciones por distrito para la votación de los Miembros del Consejo Municipal.

ANTECEDENTES: El 31 de Octubre de 2017, el Municipio recibió una carta del Fondo México-Americano de Defensa Legal y Educación (MALDEF) amenazando con demandar a la Ciudad por presuntas contravenciones de la ley de Derecho al Voto de California (CVRA) (Código de Elecciones §§ 14025-14032), a menos que la Ciudad se convierta a un sistema de elecciones “por distrito”. La carta de MALDEF afirma que el sistema de elecciones generales del Municipio para la elección de los Miembros del Consejo Municipal resulta en la dilución del voto latino e impide a electores Latinos a elegir candidatos de su predilección. MALDEF ha entregado cartas similares y posteriormente ha presentado demandas en contra de los Municipios por presuntas violaciones de CVRA (La Ley de Derecho de Voto de California).

El 12 de Diciembre de 2017, la Ciudad adopto una resolución para iniciar el procedimiento para establecer e implementar las elecciones por distrito para la votación de los Miembros del Consejo Municipal. La adopción de la resolución por el Consejo, no fue basada en ninguna admisión o concesión de que la ciudad ha violado la Ley de Derecho al Voto de California, más bien, los riesgos y costos relacionados con contiendas alargadas de CVRA –particularmente, fue en vista de los resultados en otras ciudades que han peleado para retener la votación de elecciones generales.

De acuerdo al Artículo 10010 del Código de Elecciones, cinco audiencias públicas se llevaran a cabo para proporcionarle al público un resumen del proceso que se requiere para efectuar la transición a elecciones por distritos, para obtener opiniones del público, y para establecer las demarcaciones y composiciones de los distritos que serán instituidos. La primera audiencia pública se celebró el 20 de Diciembre de 2017. La segunda audiencia pública se llevará a cabo el 17 de Enero de 2018 y la tercera y cuarta audiencia pública el 31 de Enero y el 7 de Febrero de 2018 respectivamente.

El personal recomienda que el Consejo Municipal programe la tercer de las cinco audiencias públicas para el miércoles 31 de Enero de 2018 a las 7:00 p.m., junta especial del Consejo, y la cuarta audiencia

APROBADO: _____
Stephen Schwabauer, Administrador Municipal

pública para el miércoles 7 de Febrero de 2018 a las 7:00 p.m., junta regular del Consejo, para obtener una visión general del público pertinente al diseño de los mapas demarcando los distritos electorales y la secuencia de las elecciones como parte del cambio a elecciones por-distrito para la votación de los Miembros del Consejo Municipal de acuerdo al Artículo 10010 del Código de Elecciones.

IMPACTO FISCAL: El costo para publicar el aviso de la audiencia pública.

PRESUPUESTO DISPONIBLE: Presupuesto de Elecciones del Secretario Municipal (10005000.72450)

Janice D. Magdich, Fiscal Municipal



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Set Public Hearing for February 7, 2018, to Consider Adopting a Resolution Approving the Planning Commission's Recommendation to Authorize 107 Low-Density Residential, 98 Medium-Density Residential and 329 High-Density Residential Growth Management Allocations for the Gateway North Subdivision

MEETING DATE: January 17, 2018

PREPARED BY: Community Development Director

RECOMMENDED ACTION: Set public hearing for February 7, 2018, to consider adopting a resolution approving the Planning Commission's recommendation to authorize 107 Low-Density Residential, 98 Medium-Density Residential and 329 High-Density Residential Growth Management Allocations for the Gateway North Subdivision.

BACKGROUND INFORMATION: As part of the City's Growth Management program, the Planning Commission reviews allocation requests for new housing developments. Following a public hearing, the Commission makes a recommendation for City Council consideration.

On December 13, 2017, the Planning Commission held a public hearing regarding the 2017 Residential Growth Management Development Allocation. At this hearing the Planning Commission reviewed a request by FCB Homes for 107 Low-Density Residential, 98 Medium-Density Residential and 329 High-Density Residential Growth Management Allocations for the Gateway North Subdivision, a 55.5-acre 205-lot subdivision. The Commission voted 4-0 to recommend the City Council approve the applicant's request.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Stephen Schwabauer
Community Development Director

APPROVED: _____
Stephen Schwabauer, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Set Public Hearing for March 7, 2018 to Consider Introducing an Ordinance Amending Lodi Municipal Code Chapter 13.20 – “Electrical Service” by Repealing and Reenacting Section 13.20.260 - Schedule G3–General Service–Group 3 Commercial/Industrial, Section 13.20.270 - Schedule G4–General Service–Group 4 Commercial/Industrial, Section 13.20.280 - Schedule G5–General Service–Group 5 Commercial/Industrial, and Section 13.20.310 - Schedule I1–General Service–Group 5 Commercial/Industrial–Optional in Their Entirety

MEETING DATE: January 17, 2018

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Set public hearing for March 7, 2018 to consider introducing an ordinance amending Lodi Municipal Code Chapter 13.20 – “Electrical Service” by repealing and reenacting Section 13.20.260 - Schedule G3–General Service–Group 3 Commercial/Industrial, Section 13.20.270 - Schedule G4–General Service–Group 4 Commercial/Industrial, Section 13.20.280 - Schedule G5–General Service–Group 5 Commercial/Industrial, and Section 13.20.310 - Schedule I1–General Service–Group 5 Commercial/Industrial–Optional in their entirety.

BACKGROUND INFORMATION: Pacific Gas and Electric (PG&E) requires Lodi Electric Utility (LEU) to meet certain power factor criteria. Power factor is the ratio of the power that an electric device actually consumes to the power that it draws from the supply. It shows how effectively a device utilizes electricity. An ideal device has a power factor of 1.0 and consumes all the power that it draws.

Last year LEU was informed its power factor at the transmission grid intertie did not meet the requirements of its PG&E Interconnection Agreement. Failure to maintain the required power factor could result in PG&E making necessary improvements, such as the installation of capacitor banks, in order to meet this requirement at LEU's expense. To address this problem, LEU's 2017 Capital Improvement Plan (CIP) includes the replacement of six failed system capacitor banks and installation of nine additional units for power factor correction. In June 2017 the Council approved the purchase of these capacitor banks for a not to exceed amount of \$203,971. It is appropriate for customers contributing to the power factor problem to offset this cost, including the installation, operation, and maintenance expenses.

The rate schedules being discussed in this public hearing are for commercial and industrial customer classes that contain power factor adjustments as part of the billing calculation. Currently, these customers are charged or credited when the monthly power factor is lower or higher than 0.85, which is not consistent with the current CAISO requirements for LEU.

APPROVED: _____
Stephen Schwabauer, City Manager

Set Public Hearing for March 7, 2018 to Consider Introducing an Ordinance Amending Lodi Municipal Code Chapter 13.20 – “Electrical Service” by Repealing and Reenacting Section 13.20.260 - Schedule G3–General Service–Group 3 Commercial/Industrial, Section 13.20.270 - Schedule G4–General Service–Group 4 Commercial/Industrial, Section 13.20.280 - Schedule G5–General Service–Group 5 Commercial/Industrial, and Section 13.20.310 - Schedule I1–General Service–Group 5 Commercial/Industrial–Optional in Their Entirety
January 17, 2018
Page 2 of 2

Staff recommends updating these rate schedules to fairly charge those customers negatively impacting LEU’s power factor in order to provide revenue to pay for the improvements needed to meet the required CAISO standard. This will impact approximately 27 commercial and industrial customers.

Staff invited all affected customers to participate in a workshop held on November 14, 2017 to discuss the proposed changes and associated bill impacts, as well as options for these customers to improve their power factor, thereby reducing the financial impact to their electric bill. Representatives from 10 customer accounts were in attendance at this workshop. Based on historic actual electric bills, the financial impact for customers with power factors below 0.97 would be 0.4 to 0.8 percent annually.

This action supports the LEU Strategic Plan as adopted by the City Council to ensure financial stability and customer value by improving the rate structure for these schedules to better align them with cost causation. Staff recommends these changes take effect July 1, 2018.

FISCAL IMPACT: The proposed changes in these rate schedules are anticipated to provide an additional \$100,000 in annual rate revenue which will be used to pay the costs associated with the purchase, installation, operation, and maintenance of equipment (capacitor banks) to ensure LEU meets its contractual obligations associated with its PG&E Interconnection Agreement.

FUNDING AVAILABLE: Not applicable.

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Melissa Price, Rates & Resources Manager
EAK/MCP/nb

ORDINANCE NO.

AN ORDINANCE OF THE LODI CITY COUNCIL
AMENDING LODI MUNICIPAL CODE CHAPTER 13.20 – ELECTRICAL
SERVICE – BY REPEALING AND REENACTING SECTION 13.20.260
SCHEDULE G3-GENERAL SERVICE-GROUP 3
COMMERCIAL/INDUSTRIAL, SECTION 13.20.270 SCHEDULE G4-
GENERAL SERVICE-GROUP 4 COMMERCIAL/INDUSTRIAL,
SECTION 13.20.280 SCHEDULE G5-GENERAL SERVICE-GROUP 5
COMMERCIAL/INDUSTRIAL, AND SECTION 13.20.310 SCHEDULE
I1-GENERAL SERVICE-GROUP 5 COMMERCIAL/INDUSTRIAL-
OPTIONAL IN THEIR ENTIRETY

=====

BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

SECTION 1. Lodi Municipal Code Chapter 13.20 – Electrical Service is hereby amended by repealing and reenacting Section 13.20.260 Schedule G3—General Service—Group 3 Commercial/Industrial, 13.20.270 Schedule G4—General Service—Group 4 Commercial/Industrial, 13.20.280 Schedule G5—General Service—Group 5 Commercial/Industrial, and Section 13.20.310 Schedule I1—General Service—Group 5 Commercial/Industrial—Optional in their entirety and shall read as follows:

13.20.260 Schedule G3—General Service—Group 3 Commercial/Industrial.

A. Applicability:

This schedule shall be applied to accounts with billing period demands of between 400 kilowatts (kW) and 500 kW for three consecutive billing cycles. This schedule is not available for service when another commercial/industrial schedule is applicable.

Demand: The billing period and peak period demands will be the maximum average power taken during any 15-minute interval in the billing period and peak period, respectively, but not less than the diversified resistance welder load. In cases where the use of energy is intermittent or subject to violent fluctuations, a 5-minute interval may be used.

Assignment to Schedule: If, in the judgment of the City, an account is expected to have billing period demand of 400 kW or more and less than 500 kW per billing cycle, the City has the option of placing the account immediately on this schedule.

When an account billed on this schedule permanently changes the nature of electrical operations to such an extent that the account would in time qualify for another rate schedule, such billing change will be made as soon as practicable after verification of said changes. It shall be the responsibility of the customer to notify the City of any such changes.

If billing period demand drops below 400 kW and remains there for 12 consecutive billing cycles, the City will transfer the account to the appropriate rate schedule. If billing period demand reaches or exceeds 500 kW for three consecutive billing cycles, the account will be transferred to the appropriate rate schedule.

B. Rates:

Customer Charge (per meter per billing cycle)			\$137.23	
Service Voltage:	Secondary (G3-S)		Primary (G3-P)	
Season:	Summer	Winter	Summer	Winter
Demand Charges:				
Per kW of peak period demand	\$11.70	--	\$ 10.98	--
Per kW of billing period demand	\$ 4.18	\$ 4.18	\$ 3.23	\$ 3.23
Energy Charges:				
Peak Period (per kWh)	\$0.17228	--	\$0.16606	--
Partial peak period (per kWh)	\$0.13799	\$0.12504	\$0.13348	\$0.12118
Off peak period (per kWh)	\$0.11853	\$0.11412	\$0.11499	\$0.11079

C. Energy Cost Adjustment (ECA):

An energy cost adjustment shall be included in each bill for service as provided in Section 13.20.180 Schedule ECA – Energy Cost Adjustment.

D. Types of Charges:

The billing cycle charge for service is the sum of the Customer Charge, the Demand Charges, the Energy Charges, the ECA and the Power Factor Adjustment:

1. Customer Charge: The Customer Charge is a flat monthly fee.
2. Demand Charges: This schedule has two Demand Charges: A peak period Demand Charge and a billing period Demand Charge. The peak period Demand Charge per kW applies to the maximum average power taken during any metering interval during the billing cycle's peak hours. The billing period Demand Charge per kW applies to the maximum average power taken during any metering interval at any time during the billing cycle. The bill will include both Demand Charges. Time periods are defined below.
3. Energy Charges: This schedule has three Energy Charges: A peak period Energy Charge, a partial peak period Energy Charge, and an off peak period Energy Charge. The peak period Energy Charge per kWh applies to the total kWh used during the billing cycle's peak hours. Partial peak period Energy Charge per kWh applies to the total kWh used during the billing cycle's partial peak hours. Off peak period Energy Charge per kWh applies to the total kWh used during the billing cycle's off peak hours. The bill will include all of these Energy Charges. Time periods are defined below.
4. ECA: The ECA is a per kWh charge applied to the total kWh used during the billing cycle.

Monthly charges may be decreased or increased based upon power factor as defined below.

As shown on the rates above, Demand and Energy Charges are based on the voltage at which service is taken. Service voltages are defined below.

E. Definition of Service Voltage:

The service voltage classes are:

- (a) Primary: Service Voltage class for service at 12,000 volts (nominal).
- (b) Secondary: Service Voltage class for service at available voltages below 12,000 volts (nominal).

F. Power Factor Adjustment:

Bills will be adjusted for billing cycle average power factor as follows:

- 1. The total charge (except taxes and customer charge) for any billing cycle as computed on the above rates shall be increased by 0.0006% for each 0.01 percentage point that the average power factor of the customer's load in the billing cycle is less than 97.00 percent, such average power factor to be computed (to the nearest hundredth of a percent) from the ratio of lagging kilovolt ampere-hours to kilowatt-hours consumed in the billing cycle.
- 2. Customers with service entrance equipment unable to accommodate the City's reactive metering equipment shall have their billing power factor determined by testing performed by the City.

G. Definition of Time Periods:

Times of the year and times of the day are defined as follows:

- 1. SUMMER: (May 1 through October 31)
 - Peak: 3:00 p.m. to 7:00 p.m. Monday through Friday (except holidays).
 - Partial Peak: 8:30 a.m. to 3:00 p.m. and 7:00 p.m. to 9:30 p.m. Monday through Friday (except holidays).
 - Off Peak: 9:30 p.m. to 8:30 a.m. Monday through Friday and all day Saturday, Sunday and holidays.
- 2. WINTER: (November 1 through April 30)
 - Partial Peak: 8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays).

Off Peak: 9:30 p.m. to 8:30 a.m. Monday through Friday and all day Saturday, Sunday and holidays.

3. HOLIDAYS:

"Holidays," for the purpose of this rate schedule, are New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. The dates will be based on those days on which the holidays are legally observed.

13.20.270 SCHEDULE G4—GENERAL SERVICE—GROUP 4 COMMERCIAL/INDUSTRIAL.

A. Applicability:

This schedule shall be applied to accounts with billing period demands of between 500 kilowatts (kW) and 1,000 kW for three consecutive billing cycles. This schedule is not available for service when another commercial/industrial schedule is applicable.

Demand: The billing period and peak period demands will be the maximum average power taken during any 15-minute interval in the billing period and peak period, respectively, but not less than the diversified resistance welder load. In cases where the use of energy is intermittent or subject to violent fluctuations, a 5-minute interval may be used.

Assignment to Schedule: If, in the judgment of the City, an account is expected to have billing period demand between 500 kW and 1,000 kW per billing cycle, the City has the option of placing the account immediately on this schedule.

When an account billed on this schedule permanently changes the nature of electrical operations to such an extent that the account would in time qualify for another rate schedule, such billing change will be made as soon as practicable after verification of said changes. It shall be the responsibility of the customer to notify the City of any such changes.

If billing period demand drops below 500 kW and remains there for 12 consecutive billing cycles, the City will transfer the account to the appropriate rate schedule. If billing period demand reaches or exceeds 1,000 kW for three consecutive billing cycles, the account will be transferred to the appropriate rate schedule.

B. Rates:

Customer Charge (per meter per billing cycle)			\$137.23	
Service Voltage:	Secondary (G4-S)		Primary (G4-P)	
Season:	Summer	Winter	Summer	Winter
Demand Charges:				
Per kW of peak period demand	\$11.70	--	\$ 10.98	--
Per kW of billing period demand	\$ 4.18	\$ 4.18	\$ 3.23	\$ 3.23
Energy Charges:				
Peak Period (per kWh)	\$0.15904	--	\$0.15288	--
Partial peak period (per kWh)	\$0.12470	\$0.11252	\$0.12027	\$0.10870
Off peak period (per kWh)	\$0.10528	\$0.10168	\$0.10181	\$0.09840

C. Energy Cost Adjustment (ECA):

An energy cost adjustment shall be included in each bill for service as provided in Section 13.20.180 Schedule ECA – Energy Cost Adjustment.

D. Types of Charges:

The billing cycle charge for service is the sum of the Customer Charge, the Demand Charges, the Energy Charges, the ECA and the Power Factor Adjustment:

1. Customer Charge: The Customer Charge is a flat monthly fee.
2. Demand Charges: This schedule has two Demand Charges: A peak period Demand Charge and a billing period Demand Charge. The peak period Demand Charge per kW applies to the maximum average power taken during any metering interval during the billing cycle's peak hours. The billing period Demand Charge per kW applies to the maximum average power taken during any metering interval at any time during the billing cycle. The bill will include both of these Demand Charges. Time periods are defined below.
3. Energy Charges: This schedule has three Energy Charges: A peak period Energy Charge, a partial peak period Energy Charge, and an off peak period Energy Charge. The peak period Energy Charge per kWh applies to the total kWh used during the billing cycle's peak hours. Partial peak period Energy Charge per kWh applies to the total kWh used during the billing cycle's partial peak hours. Off peak period Energy Charge per kWh applies to the total kWh used during the billing cycle's off peak hours. The bill will include all of these Energy Charges. Time periods are defined below.

4. ECA: The ECA is a per kWh charge applied to the total kWh used during the billing cycle.

Monthly charges may be decreased or increased based upon power factor as defined below.

As shown on the rates above, Demand and Energy Charges are based on the voltage at which service is taken. Service Voltages are defined below.

E. Definition of Service Voltage:

The service voltage classes are:

- (a) Primary: Service Voltage class for service at 12,000 volts (nominal).
- (b) Secondary: Service Voltage class for service at available voltages below 12,000 volts (nominal).

F. Power Factor Adjustment:

Bills will be adjusted for billing cycle average power factors as follows:

- 1. The total charge (except taxes and customer charge) for any billing cycle as computed on the above rates shall be increased by 0.0006% for each 0.01 percentage point that the average power factor of the customer's load in the billing cycle is less than 97.00 percent, such average power factor to be computed (to the nearest hundredth of a percent) from the ratio of lagging kilovolt ampere-hours to kilowatt-hours consumed in the billing cycle.
- 2. Customers with service entrance equipment unable to accommodate the City's reactive metering equipment shall have their billing power factor determined by testing performed by the City.

G. Definition of Time Periods:

Times of the year and times of the day are defined as follows:

- 1. SUMMER (May 1 through October 31)
 - Peak: 3:00 p.m. to 7:00 p.m. Monday through Friday (except holidays).
 - Partial Peak: 8:30 a.m. to 3:00 p.m. and 7:00 p.m. to 9:30 p.m. Monday through Friday (except holidays).
 - Off Peak: 9:30 p.m. to 8:30 a.m. Monday through Friday and all day Saturday, Sunday and holidays.
- 2. WINTER (November 1 through April 30)
 - Partial Peak: 8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays).

Off Peak: 9:30 p.m. to 8:30 a.m. Monday through Friday and all day Saturday, Sunday and holidays.

3. HOLIDAYS:

"Holidays," for the purpose of this rate schedule, are New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Day after Thanksgiving Day and Christmas Day. The dates will be based on those days on which the holidays are legally observed.

13.20.280 SCHEDULE G5—GENERAL SERVICE—GROUP 5 COMMERCIAL/INDUSTRIAL.

A. Applicability:

This schedule shall be applied to accounts with billing period demands of 1,000 kilowatts (kW) or more for three consecutive months, unless the customer elects an optional rate schedule the account would otherwise qualify.

Demand: The billing period and peak period demands will be the maximum average power taken during any 15-minute interval in the billing period and peak period, respectively, but not less than the diversified resistance welder load. In cases where the use of energy is intermittent or subject to violent fluctuations, a 5-minute interval may be used.

Assignment to Schedule: If, in the judgment of the City, an account is expected to have billing period demand of 1,000 kW or more per billing cycle, the City has the option of placing the account immediately on this schedule.

When an account billed on this schedule permanently changes the nature of electrical operations to such an extent that the account would in time qualify for another rate schedule, such billing change will be made as soon as practicable after verification of said changes. It shall be the responsibility of the customer to notify the City of any such change.

If billing period demand drops below 1,000 kW and remains there for 12 consecutive billing cycles, the City will transfer the account to the appropriate rate schedule.

B. Rates:

Customer Charge (per meter per billing cycle)			\$137.23	
Service Voltage:	Secondary (G5-S)		Primary (G5-P)	
Season:	Summer	Winter	Summer	Winter
Demand Charges:				
Per kW of peak period demand	\$11.70	--	\$10.98	--
Per kW of billing period demand	\$ 4.18	\$ 4.18	\$ 3.23	\$ 3.23
Energy Charges:				
Peak Period (per kWh)	\$0.14652	--	\$0.14070	--
Partial peak period (per kWh)	\$0.11225	\$0.10022	\$0.10814	\$0.09671
Off peak period (per kWh)	\$0.09497	\$0.09189	\$0.09173	\$0.08880
Economic Stimulus Rate Credit: (per kWh)	\$0.00440	\$0.00440	\$0.00440	\$0.00440

C. Energy Cost Adjustment (ECA):

An energy cost adjustment shall be included in each bill for service as provided in Section 13.20.180 Schedule ECA – Energy Cost Adjustment.

D. Types of Charges:

The billing cycle for service is the sum of the Customer Charge, the Demand Charges, the Energy Charges, the ECA and the Power Factor Adjustment.

1. Customer Charge: The Customer Charge is a flat monthly fee.
2. Demand Charges: This schedule has two Demand Charges: A peak period Demand Charge and a billing period Demand Charge. The peak period Demand Charge per kW applies to the maximum average power taken during any metering interval during the billing cycle's peak hours. The billing period Demand Charge per kW applies to the maximum average power taken during any metering interval at any time during the billing cycle. The bill will include both of these Demand Charges. Time periods are defined below.
3. Energy Charges: This schedule has three Energy Charges: A peak period Energy Charge, a partial peak period Energy Charge, and an off peak period Energy Charge. The peak period Energy Charge per kWh applies to the total kWh used during the billing cycle's peak hours. Partial peak period Energy Charge per kWh applies to the total kWh used during the billing cycle's partial peak hours. Off peak period Energy Charge per kWh applies to the total kWh

used during the billing cycle's off peak hours. The bill will include all of these Energy Charges. Time periods are defined below.

4. ECA: The ECA is a per kWh charge applied to the total kWh used during the billing cycle.

Monthly charges may be decreased or increased based upon power factor as defined below.

As shown on the rates above, Demand and Energy Charges are based on the voltage at which service is taken. Service Voltages are defined below.

E. Definition of Service Voltage:

The service voltage classes are:

- (a) Primary: Service Voltage class for service at 12,000 volts (nominal).
- (b) Secondary: Service Voltage class for service at available voltages below 12,000 volts (nominal).

F. Power Factor Adjustments:

Bills will be adjusted for billing cycle average power factor as follows:

1. The total charge (except taxes and customer charge) for any billing cycle as computed on the above rates shall be increased by 0.0006% for each 0.01 percentage point that the average power factor of the customer's load in the billing cycle is less than 97.00 percent, such average power factor to be computed (to the nearest hundredth of a percent) from the ratio of lagging kilovolt ampere-hours to kilowatt-hours consumed in the billing cycle.
2. Customers with service entrance equipment unable to accommodate the City's reactive metering equipment shall have their billing power factor determined by testing performed by the City.

G. Definition of Time Periods:

Times of the year and times of the day are defined as follows:

1. SUMMER: (May 1 through October 31)
 - Peak: 3:00 p.m. to 7:00 p.m. Monday through Friday (except holidays).
 - Partial Peak: 8:30 a.m. to 3:00 p.m. and 7:00 p.m. to 9:30 p.m. Monday through Friday (except holidays).
 - Off Peak: 9:30 p.m. to 8:30 a.m. Monday through Friday and all day Saturday, Sunday and holidays.

2. WINTER: (November 1 through April 30)

Partial Peak: 8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays).

Off Peak: 9:30 p.m. to 8:30 a.m. Monday through Friday and all day Saturday, Sunday and holidays.

3. HOLIDAYS:

"Holidays," for the purpose of this rate schedule, are New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. The dates will be based on those days on which the holidays are legally observed.

**13.20.310 SCHEDULE I1—GENERAL SERVICE—GROUP 5 COMMERCIAL/INDUSTRIAL-
OPTIONAL.**

A. APPLICABILITY:

This schedule is an optional rate for accounts who would otherwise qualify for primary service under the G5 rate schedule with billing period demands of 1,000 kilowatts (kW) or more for three consecutive months.

Demand: The billing period and peak period demands will be the maximum average power taken during any 15-minute period interval in the billing period and peak period, respectively, but not less than the diversified resistance welder load. In cases where the use of energy is intermittent or subject to violent fluctuations, a 5-minute interval may be used.

Assignment to Schedule: Assignment to this schedule is at the option of the customer and does not supersede any standby service contracts.

This rate schedule is prospective and not subject to rebate or retroactivity.

When a customer chooses to be assigned to this schedule, the customer elects the City of Lodi (City) to be the sole electric power requirements provider of choice. The customer must give the City three year written notice before the customer can elect to use another electric power requirements provider.

When a customer has a measurable incremental permanent load increase of 200 kW or greater, over the highest billing period demand in the previous twelve (12) months the customer will be eligible for a ten (10) percent discount on the incremental Demand and Energy charges. Such billing change will be made as soon as practicable after verification of said changes and is not subject to rebate or retroactivity. It shall be the responsibility of the customer to notify the City of any such change.

When an account billed on this schedule qualifies for another City bundled rate schedule, the customer may elect to be billed on that other rate schedule. When a customer chooses to be assigned to another bundled rate a three-year written notice is still required before the customer can elect to use another electric power requirements provider.

If the billing period demand drops below 1,000 kW and remains there for 12 consecutive billing cycles, the City will transfer the account to the appropriate rate schedule and the customer will be subject to the requirements of the appropriate schedule, rather than schedule I1.

B. Rates.

Customer Charge (per meter per billing cycle)	\$137.23	
Service Voltage:	Primary (I1-P)	
Season:	Summer	Winter
Demand Charges:		
Per kW of peak period demand	\$10.98	--
Per kW of billing period demand	\$ 3.23	\$ 3.23
Energy Charges:		
< 4000 kW	Summer	Winter
Peak period (per kWh)	\$0.14310	--
Partial peak period (per kWh)	\$0.11023	\$0.10171
Off peak period (per kWh)	\$0.09430	\$0.09361
≥4000 kW	Summer	Winter
Peak period (per kWh)	\$0.13646	--
Partial peak period (per kWh)	\$0.10359	\$0.09507
Off peak period (per kWh)	\$0.08766	\$0.08697
Economic Stimulus Rate Credit: (per kWh)	\$0.01386	\$0.01386

C. Energy Cost Adjustment (ECA):

An energy cost adjustment shall be included in each bill for service as provided in Section 13.20.180 Schedule ECA – Energy Cost Adjustment.

D. Types of Charges:

The billing cycle charge for service is the sum of the Customer Charge, the Demand Charges, the Energy Charges, the ECA and the Power Factor Adjustment:

1. **Customer Charge:** The Customer Charge is a flat monthly fee.
2. **Demand Charges:** This schedule has two Demand Charges: A peak period Demand Charge and a billing period Demand Charge. The peak period Demand Charge per kW applies to the maximum average power taken during any metering interval during the billing cycle's peak hours. The billing period Demand Charge per kW applies to the maximum average power taken during any metering interval at any time during the billing cycle. The bill will include both of these Demand Charges. Time periods are defined below.
3. **Energy Charges:** This schedule has three Energy Charges: A peak period Energy Charge, a partial peak period Energy Charge, and an off peak period

Energy Charge. The peak period Energy Charge per kWh applies to the total kWh used during the billing cycle's peak hours. Partial peak period Energy Charge per kWh applies to the total kWh used during the billing cycle's partial peak hours. Off peak period Energy Charge per kWh applies to the total kWh used during the billing cycles off peak hours. The bill will include all of these Energy Charges. Time periods are defined below.

4. ECA: The ECA is a per kWh charge applied to the total kWh used during the billing cycle.

Monthly charges may be decreased or increased based upon power factor as defined below.

As shown on the rates above, Demand and Energy Charges are based on the voltage at which service is taken. Service Voltage is defined below.

E. Definition of Service Voltage:

The service voltage class:

- a. Primary: Service Voltage class for service at 12,000 volts (nominal).

F. Power Factor Adjustments:

Bills will be adjusted for billing cycle average power factor as follows:

1. The total charge (except taxes and customer charge) for any billing cycle as computed on the above rates shall be increased by 0.0006% for each 0.01 percentage point that the average power factor of the customer's load in the billing cycle is less than 97.00 percent, such average power factor to be computed (to the nearest hundredth of a percent) from the ratio of lagging kilovolt ampere-hours to kilowatt-hours consumed in the billing cycle.
2. Customers with service entrance equipment unable to accommodate the City's reactive metering equipment shall have their billing power factor determined by testing performed by the City.

G. Definition of Time Periods:

Times of the year and times of the day are defined as follows:

1. SUMMER: (May 1 through October 31)
 - Peak: 3:00 p.m. to 7:00 p.m. Monday through Friday (except holidays).
 - Partial Peak: 8:30 a.m. to 3:00 p.m. and 7:00 p.m. to 9:30 p.m. Monday through Friday (except holidays).
 - Off Peak: 9:30 p.m. to 8:30 a.m. Monday through Friday and all day Saturday, Sunday and holidays.
2. WINTER: (November 1 through April 30)

Partial Peak: 8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays).

Off Peak: 9:30 p.m. to 8:30 a.m. Monday through Friday and all day Saturday, Sunday and holidays.

3. HOLIDAYS:

"Holidays," for the purpose of this rate schedule, are New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. The dates will be based on those days on which the holidays are legally observed.

SECTION 2. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 3. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 4. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 5. Effective Date and Publication. This Ordinance shall take effect on July 1, 2018. In lieu of publication of the full text of the ordinance within fifteen (15) days after its passage, a summary of the ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the City Council, and a certified copy shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1).

Approved this ____ day of _____, 2018

ATTEST:

ALAN NAKANISHI
Mayor

JENNIFER M. FERRAILOLO
City Clerk

State of California
County of San Joaquin, ss.

I, Jennifer M. Ferraiolo, City Clerk of the City of Lodi, do hereby certify that Ordinance No. ____ was introduced at a regular meeting of the City Council of the City of Lodi held January 17, 2018, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held _____, 2018, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. ____ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

Approved as to Form:

JENNIFER M. FERRAIOLO
City Clerk

JANICE D. MAGDICH
City Attorney





CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Public Hearing to Consider Adopting Resolution Setting Pre-Approved Engineering News Record Adjustment Index for Usage-Based and Flat Water Rates for Residential, Commercial, and Industrial Customers

MEETING DATE: January 17, 2018

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Public hearing to consider adopting resolution setting pre-approved Engineering News Record adjustment index for usage-based and flat water rates for residential, commercial, and industrial customers.

BACKGROUND INFORMATION: City Council has made numerous water rate decisions over the past several years. On May 7, 2014, City Council approved a five-year program of rate adjustments for water, wastewater, and solid waste services in accordance with the Proposition 218 rate setting process. For the water and wastewater utilities, the approved annual rate adjustment is the lesser of the Engineering News Record (ENR) index change or three percent. A summary of the past years' water rate adjustments relative to the ENR index change is provided in Attachment A. The purpose of this table is to demonstrate that past actual rate increases have frequently been below the approved maximum.

The previous year's ENR index change was 3.98 percent. In response to the anticipated downward trend in Water Fund balance, staff is recommending a water rate increase of three percent followed by three-percent increases annually through completion of the Water Meter Program (WMP). Cash flow requirements to fund WMP construction costs, and to a lesser extent water conservation, is driving the recommendation for the maximum three-percent increase. A substantial portion of the costs to operate the water utility are fixed since Lodi buys only a small fraction of its water supply. The bulk of the fixed costs is related to the debt service associated with constructing the water treatment plant and fixed costs to maintain the well production and delivery system. As such, conservation does not reduce fixed operation costs. While a three-percent increase will allow for the planned construction of WMP Phase 8 in Fiscal Year 2017/18, it is expected the utility will dip into reserves by \$759,000 this fiscal year and by \$1.65 million in Fiscal Year 2018/19. This short-term financial condition is tolerable because of the overall good condition of the water system, and a minimum of \$405,000 in Fiscal Year 2018/19 is available to account for unforeseen conditions that may be experienced by the utility. All debt service coverage requirements are being met during this period.

A summary of current and proposed rates for flat-rate and usage-based rate customers is provided in Attachment B. The attachment includes the rate sunset scheduled in January of 2021 that will roll water rates back to January 1, 2017 levels. This action was directed by Council at the February 15, 2017 meeting. For a resident still on the flat rate, the monthly charge for a three-bedroom home will increase from \$47.27 to \$48.69, or \$1.42 per month. A metered resident using an average of 1,800 cubic feet of water per month will see an increase from \$41.89 to \$43.17, or \$1.28 per month. As reflected in the City's Financial Plan (Attachment C), fund balances rebound substantially starting in Fiscal Year 2020/21 due to WMP expenditures no longer being required. This year corresponds with

APPROVED: _____
 Stephen Schwabauer, City Manager

the rate sunset, as reflected in Resolution No. 2017-23 (Attachment D), and completion of the City's multi-year WMP.

FISCAL IMPACT: The Water Utility is requiring increased revenue to fund the remaining phases of the WMP and to minimize declining fund balances until the WMP is complete.

FUNDING AVAILABLE: Not applicable.

Charles E. Swimley, Jr.
Public Works Director

Prepared by Rebecca Areida-Yadav, Public Works Management Analyst
CES/RAY/tdb
Attachments

Attachment A

Programmed and Implemented Rate Adjustments

Water

Year	Programmed	Implemented
2009	3.10 ⁽¹⁾	0
2010	0.73 ⁽¹⁾	0
2011	5.98 ⁽²⁾	2.0
2012	2.53 ⁽³⁾	2.2
2013	2.50 ⁽³⁾	2.5
2014	3.30 ⁽³⁾	2.5
2015	2.00 ⁽³⁾	2.0 ⁽⁴⁾
2016	1.975 ⁽³⁾	1.975 ⁽⁴⁾
2017	3.36 ⁽³⁾	3.0 ⁽⁴⁾
2018	3.98 ⁽³⁾	3.0 ⁽⁴⁾

(1) Consumer Price Index change

(2) Consumer Price Index change (December 2008 through December 2010)

(3) Engineering News Record Index change

(4) Recommended by Staff

Attachment B
City of Lodi
Current and Proposed Flat Water Rates

				Future Rate Ceiling (2)						
Current (Jan. 2017)		Proposed (Jan. 2018)		Potential (Jan. 2019)	Potential* (Jan. 2020)	Sunset Rates (Jan. 2021) (3)				
Rate Increase -->		3.0%		3.0%	3.0%					
FLAT RATES										
Single Family Residential										
1 Bedroom	\$	32.84	\$	33.83	\$	34.84	\$	35.89	\$	32.84
2 Bedroom	\$	39.44	\$	40.62	\$	41.84	\$	43.10	\$	39.44
3 Bedroom	\$	47.27	\$	48.69	\$	50.15	\$	51.65	\$	47.27
4 Bedroom	\$	56.79	\$	58.49	\$	60.24	\$	62.05	\$	56.79
5 Bedroom	\$	68.11	\$	70.15	\$	72.25	\$	74.42	\$	68.11
6 Bedroom	\$	81.75	\$	84.20	\$	86.73	\$	89.33	\$	81.75
7 Bedroom	\$	98.03	\$	100.97	\$	104.00	\$	107.12	\$	98.03
Multi-Family (1)										
1 Bedroom	\$	28.19	\$	29.04	\$	29.91	\$	30.81	\$	28.19
2 Bedroom	\$	33.81	\$	34.82	\$	35.86	\$	36.94	\$	33.81
3 Bedroom	\$	40.58	\$	41.80	\$	43.05	\$	44.34	\$	40.58
Mobile Homes										
Any Size	\$	28.19	\$	29.04	\$	29.91	\$	30.81	\$	28.19
Non-Residential										
Existing unmetered		Varies		+3.0%		+3.0%		+3.0%		Varies

Notes:

(1) Multi-family includes duplexes, triplexes, fourplexes, apartments, and condominiums.

(2) These are the maximum rates for each year, without a formal rate-setting process. Actual water rate adjustments may be lower and would be tied to annual changes in the ENR index

*Pending a Prop 218 approval

(3) Per Resolution No. 2017-23 adopted February 15, 2017.

City of Lodi
Current and Proposed Usage-Based Water Rates

			Future Rate Ceiling (2)		Sunset Rates (Jan. 2021) (3)
Current (Jan. 2017)	Proposed (Jan. 2018)		Potential (Jan. 2019)	Potential* (Jan. 2020)	
Rate Increase -->		3.0%	3.0%	3.0%	
USAGE-BASED RATES					
Monthly Service Charge					
Single Family					
Up to 3/4" meter	\$ 21.87	\$ 22.53	\$ 23.21	\$ 23.91	\$ 21.87
1" meter	\$ 34.34	\$ 35.37	\$ 36.43	\$ 37.52	\$ 34.34
1 1/2" meter	\$ 65.25	\$ 67.21	\$ 69.23	\$ 71.31	\$ 65.25
2" meter	\$ 102.52	\$ 105.60	\$ 108.77	\$ 112.03	\$ 102.52
Multi-Family and Non-Residential (1)					
Up to 3/4" meter	\$ 21.87	\$ 22.53	\$ 23.21	\$ 23.91	\$ 21.87
1" meter	\$ 34.34	\$ 35.37	\$ 36.43	\$ 37.52	\$ 34.34
1 1/2" meter	\$ 65.25	\$ 67.21	\$ 69.23	\$ 71.31	\$ 65.25
2" meter	\$ 102.52	\$ 105.60	\$ 108.77	\$ 112.03	\$ 102.52
3" meter	\$ 189.50	\$ 195.19	\$ 201.05	\$ 207.08	\$ 189.50
4" meter	\$ 313.73	\$ 323.14	\$ 332.83	\$ 342.81	\$ 313.73
6" meter	\$ 624.03	\$ 642.75	\$ 662.03	\$ 681.89	\$ 624.03
8" meter	\$ 996.55	\$ 1,026.45	\$ 1,057.24	\$ 1,088.96	\$ 996.55
10" meter	\$ 1,431.26	\$ 1,474.20	\$ 1,518.43	\$ 1,563.98	\$ 1,431.26
Usage Rates (\$/CCF)					
Single Family					
Tier 1 (0-10 CCF)	\$ 0.97	\$ 1.00	\$ 1.03	\$ 1.06	\$ 0.97
Tier 2 (11-50 CCF)	\$ 1.29	\$ 1.33	\$ 1.37	\$ 1.41	\$ 1.29
Tier 3 (>50 CCF)	\$ 1.60	\$ 1.65	\$ 1.70	\$ 1.75	\$ 1.60
Multi-Family and Non-Residential (1)					
All water usage	\$ 1.15	\$ 1.18	\$ 1.22	\$ 1.26	\$ 1.15

Notes:

(1) Multi-family includes duplexes, triplexes, fourplexes, apartments, condominiums, and mobile home parks.

(2) These are the maximum rates for each year, without a formal rate-setting process. Actual water rate adjustments may be lower and would be tied to annual changes in the ENR index

*Pending a Prop 218 approval

(3) Per Resolution No. 2017-23 adopted February 15, 2017.

**City of Lodi -- Water Utility
Financial Plan Summary**

	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21
	3.0%	3.0%	3.0%	3.0%	0.0%
	Jan. 2017	Jan. 2018	Jan. 2019	Jan. 2020	Jan. 2021
WATER OPERATING FUND (560)					
<i>Beginning Balance</i>	5,706,099	3,604,106	1,239,545	405,434	2,143,723
<i>Revenues</i>					
Water Sales	12,473,679	13,493,000	14,246,000	14,869,000	14,993,000
Interest Earnings	48,276	59,540	20,000	31,000	98,000
Other Revenues	93,133	76,000	78,000	80,000	82,000
Transfer from Fund 562 for Debt Service	-	109,000	109,000	155,000	155,000
Total Revenues	12,615,087	13,737,540	14,453,000	15,135,000	15,328,000
<i>Expenditures</i>					
Transfer Out to General Fund (Cost of Services)	813,000	814,490	814,000	814,000	814,000
Transfer Out to Capital Fund 181 for projects	5,235,000	5,800,000	4,750,000	2,620,000	700,000
Personnel Services	2,763,000	2,851,000	2,949,000	3,048,000	3,120,000
Utilities	453,000	563,000	587,000	611,000	630,000
Supplies, Mat'ls., Services & Other	3,100,000	3,768,000	3,880,000	3,996,000	4,093,000
Debt Service					
Net 2010 Rev. Bond Payments	2,353,080	2,305,611	2,307,111	2,307,711	2,305,911
Total Expenditures	14,717,080	16,102,101	15,287,111	13,396,711	11,662,911
<i>Ending Balance</i>	3,604,106	1,239,545	405,434	2,143,723	5,808,812
Operating Reserve (25%)	1,782,000	1,999,000	2,058,000	2,117,000	2,164,000
Available Balance	1,822,106	(759,455)	(1,652,566)	26,723	3,644,812
Debt Service Coverage (min. 1.25)	2.81	2.60	2.81	3.00	2.93

	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21
WATER CAPITAL OUTLAY (561)					
Beginning Balance	(1,371,678)	93,851	113,551	55,551	49,551
Revenues					
Operating Transfers In	5,235,000	5,800,000	4,750,000	2,620,000	700,000
Interest Earnings	24,745	2,700	(1,000)	(2,000)	-
Loan Repayment from EUD (City Hall Annex)	576,378	-	-	-	-
DBCP Reimbursements	275,942	248,000	249,000	251,000	73,000
Total Revenues	6,112,065	6,050,700	4,998,000	2,869,000	773,000
Expenditures					
Water Meter/Main Install. Project	4,193,000	5,311,000	3,739,000	-	-
Water Taps	31,000	75,000	75,000	75,000	75,000
Miscellaneous Water Mains	-	50,000	50,000	50,000	50,000
Public Improvement Reimbursements	18,634	-	-	-	-
GAC & Meter Repl (DBCP)	93,893	300,000	300,000	300,000	-
Meter Shop Design/Construction	-	50,000	200,000	-	-
Southwest Gateway Water Tank	-	-	-	2,000,000	-
Surface Water Treatment Plant PS Generator	-	-	300,000	-	-
MSC Security Improvements	-	25,000	-	-	-
Well 10C	123,895	-	-	-	-
Well 3 & 10R Abandonment	63,114	-	-	-	-
Well 14 -Pump Rehab/Repl	-	-	171,000	-	-
Well 15 -Pump Rehab/Repl	-	-	180,000	-	-
Well 16 -Pump Rehab/Electrical Upgrade	-	-	-	212,000	-
Well 17 -Pump Rehab/Electrical Upgrade	-	-	-	196,000	-
Well 21	-	-	-	-	212,000
Well 23	-	-	-	-	196,000
Well 24 - Pump Rehab & Electrical Upgrade	-	200,000	-	-	-
Well 25	-	-	-	-	212,000
Vehicles/Equipment	123,000	20,000	41,000	42,000	42,000
Total Expenditures	4,646,537	6,031,000	5,056,000	2,875,000	787,000
Ending Balance	93,851	113,551	55,551	49,551	35,551

	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21
IMF WATER FACILITIES (562)					
Beginning Balance	366,687	626,388	632,673	648,673	664,673
Revenues					
Water Impact Mitigation Fees	206,847	109,000	109,000	155,000	155,000
Fire Station #4 Loan Payback	50,000	-	-	-	-
Interest Earnings	2,854	13,000	16,000	16,000	17,000
Total Revenues	259,701	122,000	125,000	171,000	172,000
Expenditures					
IMF Update	-	6,715	-	-	-
Transfer to Operations Fund 180 for Debt Service	-	109,000	109,000	155,000	155,000
Total Expenditures	-	115,715	109,000	155,000	155,000
Ending Balance	626,388	632,673	648,673	664,673	681,673
Owed Fund 180 for Debt Service	6,696,000	7,491,000	8,267,000	8,977,000	9,666,000

Aggregate End-of-Year Balance *	5,854,000	3,516,000	2,640,000	4,388,000	8,056,000
Operating Reserve (25%)	1,782,000	1,999,000	2,058,000	2,117,000	2,164,000
Restricted DS Reserve	1,530,000	1,530,000	1,530,000	1,530,000	1,530,000
Net Available for Capital Projects	2,542,000	(13,000)	(948,000)	741,000	4,362,000

**City of Lodi -- Water Utility
Financial Plan Assumptions**

Financial Assumptions						
General Inflation	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Labor Inflation	3.4%	3.4%	3.4%	3.4%	3.4%	3.4%
Material/Energy Inflation	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%
Construction Inflation	3.0%	3.0%	3.0%	3.0%	3.0%	0.0%
Interest Earnings	2.0%	2.0%	2.5%	2.5%	2.5%	2.5%
Customer Account Assumptions						
No. of DUs/Accounts	23,656	23,706	23,756	23,806	23,856	23,856
No. of 3/4" Eq. Mtrs.	25,704	25,754	25,804	25,854	25,904	25,904
No. of New Connections	50	50	50	50	50	50
Customer Growth Rate	0.19%	0.19%	0.19%	0.19%	0.19%	0.19%
Water Mitigation Impact Fee	\$ 1,263	\$ 3,103	\$ 3,103	\$ 3,103	\$ 3,103	\$ 3,103
Residential	\$ 1,263	\$ 1,263	\$ 1,263			
Non-Residential	3,103	3,103	3,103			

RESOLUTION NO. 2017-23

A RESOLUTION OF THE LODI CITY COUNCIL SETTING
PRE-APPROVED ENGINEERING NEWS RECORD
ADJUSTMENT INDEX FOR USAGE-BASED AND FLAT
WATER RATES FOR RESIDENTIAL, COMMERCIAL, AND
INDUSTRIAL CUSTOMERS

=====

WHEREAS, Resolution No. 2014-75 approved annual water rate increases in an amount not to exceed the percentage change in the Engineering News Record (ENR) Twenty Cities Annual Average Index, or three percent, beginning 2015 through January 2019. A Proposition 218 procedure was conducted that validated this action; and

WHEREAS, staff has regularly updated the Water Utility Financial Plan with the assistance of the The Reed Consulting Group, Inc., of Sacramento; and

WHEREAS, the current water rate adjustment reflects a three-percent increase; and

WHEREAS, the adjustment includes a "rate sunset" at the end of the Water Meter Program, which will eliminate this rate increase going forward from January 1, 2021.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby set pre-approved Engineering News Record adjustment index for usage-based and flat water rates for residential, commercial, and industrial customers as outlined on Exhibit A, with the effective date of the increase to be March 1, 2017; and

BE IT FURTHER RESOLVED that the adjustment includes a "rate sunset" at the end of the Water Meter Program whereby water rates will be reset going forward from January 1, 2021, to the applicable rate as if this resolution had never passed.

Dated: February 15, 2017

=====

I hereby certify that Resolution No. 2017-23 was passed and adopted by the City Council of the City of Lodi in a special meeting held February 15, 2017, by the following vote:

AYES: COUNCIL MEMBERS – Chandler, Johnson, and Mayor Kuehne

NOES: COUNCIL MEMBERS – Nakanishi

ABSENT: COUNCIL MEMBERS – Mounce

ABSTAIN: COUNCIL MEMBERS – None


JENNIFER M. FERRAILOLO
City Clerk

City of Lodi
Current and Proposed Flat Water Rates

			Future Rate Ceiling (2)	
	Current (Jan. 2016)	Proposed (Jan. 2017)	Potential (Jan. 2018)	Potential (Jan. 2019)
	Rate Increase -->	3.0%	3.0%	3.0%
FLAT RATES				
<i>Single Family Residential</i>				
1 Bedroom	\$ 31.88	\$ 32.84	\$ 33.83	\$ 34.84
2 Bedroom	\$ 38.29	\$ 39.44	\$ 40.62	\$ 41.84
3 Bedroom	\$ 45.89	\$ 47.27	\$ 48.69	\$ 50.15
4 Bedroom	\$ 55.14	\$ 56.79	\$ 58.49	\$ 60.24
5 Bedroom	\$ 66.13	\$ 68.11	\$ 70.15	\$ 72.25
6 Bedroom	\$ 79.37	\$ 81.75	\$ 84.20	\$ 86.73
7 Bedroom	\$ 95.17	\$ 98.03	\$ 100.97	\$ 104.00
<i>Multi-Family (1)</i>				
1 Bedroom	\$ 27.37	\$ 28.19	\$ 29.04	\$ 29.91
2 Bedroom	\$ 32.83	\$ 33.81	\$ 34.82	\$ 35.86
3 Bedroom	\$ 39.40	\$ 40.58	\$ 41.80	\$ 43.05
<i>Mobile Homes</i>				
Any Size	\$ 27.37	\$ 28.19	\$ 29.04	\$ 29.91
<i>Non-Residential</i>				
Existing unmetered	Varies	+3.0%	+3.0%	+3.0%

Notes:

- (1) Multi-family includes duplexes, triplexes, fourplexes, apartments, and condominiums.
- (2) These are the maximum rates for each year, without a formal rate-setting process. Actual water rate adjustments may be lower and would be tied to annual changes in the ENR index

City of Lodi
Current and Proposed Usage-Based Water Rates

			Future Rate Ceiling (2)	
	Current (Jan. 2016)	Proposed (Jan. 2017)	Potential (Jan. 2018)	Potential (Jan. 2019)
	Rate Increase -->	3.0%	3.0%	3.0%
USAGE-BASED RATES				
Monthly Service Charge				
Single Family				
Up to 3/4" meter	\$ 21.23	\$ 21.87	\$ 22.53	\$ 23.21
1" meter	\$ 33.34	\$ 34.34	\$ 35.37	\$ 36.43
1 1/2" meter	\$ 63.35	\$ 65.25	\$ 67.21	\$ 69.23
2" meter	\$ 99.53	\$ 102.52	\$ 105.60	\$ 108.77
Multi-Family and Non-Residential (1)				
Up to 3/4" meter	\$ 21.23	\$ 21.87	\$ 22.53	\$ 23.21
1" meter	\$ 33.34	\$ 34.34	\$ 35.37	\$ 36.43
1 1/2" meter	\$ 63.35	\$ 65.25	\$ 67.21	\$ 69.23
2" meter	\$ 99.53	\$ 102.52	\$ 105.60	\$ 108.77
3" meter	\$ 183.98	\$ 189.50	\$ 195.19	\$ 201.05
4" meter	\$ 304.59	\$ 313.73	\$ 323.14	\$ 332.83
6" meter	\$ 605.85	\$ 624.03	\$ 642.75	\$ 662.03
8" meter	\$ 967.52	\$ 996.55	\$ 1,026.45	\$ 1,057.24
10" meter	\$ 1,389.57	\$ 1,431.26	\$ 1,474.20	\$ 1,518.43
Usage Rates (\$/CCF)				
Single Family				
Tier 1 (0-10 CCF)	\$ 0.94	\$ 0.97	\$ 1.00	\$ 1.03
Tier 2 (11-50 CCF)	\$ 1.25	\$ 1.29	\$ 1.33	\$ 1.37
Tier 3 (>50 CCF)	\$ 1.55	\$ 1.60	\$ 1.65	\$ 1.70
Multi-Family and Non-Residential (1)				
All water usage	\$ 1.12	\$ 1.15	\$ 1.18	\$ 1.22

Notes:

- (1) Multi-family includes duplexes, triplexes, fourplexes, apartments, condominiums, and mobile home parks.
- (2) These are the maximum rates for each year, without a formal rate-setting process. Actual water rate adjustments may be lower and would be tied to annual changes in the ENR Index

RESOLUTION NO. 2018-_____

A RESOLUTION OF THE LODI CITY COUNCIL
SETTING PRE-APPROVED ENGINEERING NEWS
RECORD ADJUSTMENT INDEX FOR USAGE-BASED
AND FLAT WATER RATES FOR RESIDENTIAL,
COMMERCIAL, AND INDUSTRIAL CUSTOMERS

=====

WHEREAS, Resolution No. 2014-75 approved annual water rate increases in an amount not to exceed the percentage change in the Engineering News Record (ENR) Twenty Cities Annual Average Index, or three percent, beginning 2015 through January 2019. A Proposition 218 procedure was conducted that validated this action; and

WHEREAS, staff has regularly updated the Water Utility Financial Plan with the assistance of the The Reed Consulting Group, Inc., of Sacramento; and

WHEREAS, the current water rate adjustment reflects a three percent increase.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby set pre-approved Engineering News Record adjustment index for usage-based and flat water rates for residential, commercial and industrial customers as outlined on Exhibit A with the effective date of the increase to be February 1, 2018.

Dated: January 17, 2018

=====

I hereby certify that Resolution No. 2018-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held January 17, 2018, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAILOLO
City Clerk

2018-_____

City of Lodi
Current and Proposed Flat Water Rates

				Future Rate Ceiling (2)						
Current (Jan. 2017)		Proposed (Jan. 2018)		Potential (Jan. 2019)	Potential* (Jan. 2020)	Sunset Rates (Jan. 2021) (3)				
Rate Increase -->		3.0%		3.0%	3.0%					
FLAT RATES										
Single Family Residential										
1 Bedroom	\$	32.84	\$	33.83	\$	34.84	\$	35.89	\$	32.84
2 Bedroom	\$	39.44	\$	40.62	\$	41.84	\$	43.10	\$	39.44
3 Bedroom	\$	47.27	\$	48.69	\$	50.15	\$	51.65	\$	47.27
4 Bedroom	\$	56.79	\$	58.49	\$	60.24	\$	62.05	\$	56.79
5 Bedroom	\$	68.11	\$	70.15	\$	72.25	\$	74.42	\$	68.11
6 Bedroom	\$	81.75	\$	84.20	\$	86.73	\$	89.33	\$	81.75
7 Bedroom	\$	98.03	\$	100.97	\$	104.00	\$	107.12	\$	98.03
Multi-Family (1)										
1 Bedroom	\$	28.19	\$	29.04	\$	29.91	\$	30.81	\$	28.19
2 Bedroom	\$	33.81	\$	34.82	\$	35.86	\$	36.94	\$	33.81
3 Bedroom	\$	40.58	\$	41.80	\$	43.05	\$	44.34	\$	40.58
Mobile Homes										
Any Size	\$	28.19	\$	29.04	\$	29.91	\$	30.81	\$	28.19
Non-Residential										
Existing unmetered		Varies		+3.0%		+3.0%		+3.0%		Varies

Notes:

(1) Multi-family includes duplexes, triplexes, fourplexes, apartments, and condominiums.

(2) These are the maximum rates for each year, without a formal rate-setting process. Actual water rate adjustments may be lower and would be tied to annual changes in the ENR index

*Pending a Prop 218 approval

(3) Per Resolution No. 2017-23 adopted February 15, 2017.

City of Lodi
Current and Proposed Usage-Based Water Rates

			Future Rate Ceiling (2)		Sunset Rates (Jan. 2021) (3)
Current (Jan. 2017)	Proposed (Jan. 2018)		Potential (Jan. 2019)	Potential* (Jan. 2020)	
Rate Increase -->		3.0%	3.0%	3.0%	
USAGE-BASED RATES					
Monthly Service Charge					
Single Family					
Up to 3/4" meter	\$ 21.87	\$ 22.53	\$ 23.21	\$ 23.91	\$ 21.87
1" meter	\$ 34.34	\$ 35.37	\$ 36.43	\$ 37.52	\$ 34.34
1 1/2" meter	\$ 65.25	\$ 67.21	\$ 69.23	\$ 71.31	\$ 65.25
2" meter	\$ 102.52	\$ 105.60	\$ 108.77	\$ 112.03	\$ 102.52
Multi-Family and Non-Residential (1)					
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1" meter	\$ 34.34	\$ 35.37	\$ 36.43	\$ 37.52	\$ 34.34
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3" meter	\$ 189.50	\$ 195.19	\$ 201.05	\$ 207.08	\$ 189.50
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10" meter	\$ 1,431.26	\$ 1,474.20	\$ 1,518.43	\$ 1,563.98	\$ 1,431.26
Usage Rates (\$/CCF)					
Single Family					
Tier 1 (0-10 CCF)	\$ 0.97	\$ 1.00	\$ 1.03	\$ 1.06	\$ 0.97
Tier 2 (11-50 CCF)	\$ 1.29	\$ 1.33	\$ 1.37	\$ 1.41	\$ 1.29
Tier 3 (>50 CCF)	\$ 1.60	\$ 1.65	\$ 1.70	\$ 1.75	\$ 1.60
Multi-Family and Non-Residential (1)					
All water usage	\$ 1.15	\$ 1.18	\$ 1.22	\$ 1.26	\$ 1.15

Notes:

(1) Multi-family includes duplexes, triplexes, fourplexes, apartments, condominiums, and mobile home parks.

(2) These are the maximum rates for each year, without a formal rate-setting process. Actual water rate adjustments may be lower and would be tied to annual changes in the ENR index

*Pending a Prop 218 approval

(3) Per Resolution No. 2017-23 adopted February 15, 2017.



***Please immediately confirm receipt
of this fax by calling 333-6702***

CITY OF LODI
P. O. BOX 3006
LODI, CALIFORNIA 95241-1910

ADVERTISING INSTRUCTIONS

SUBJECT: CONTINUED PUBLIC HEARING TO CONSIDER ADOPTING
RESOLUTION SETTING PRE-APPROVED ENGINEERING NEWS
RECORD ADJUSTMENT INDEX FOR USAGE-BASED AND FLAT WATER
RATES FOR RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL
CUSTOMERS

PUBLISH DATE: SATURDAY, NOVEMBER 4, 2017

LEGAL AD

TEAR SHEETS WANTED: One (1) please

SEND AFFIDAVIT AND BILL TO:
LNS ACCT. #0510052

JENNIFER M. FERRAILOLO, CITY CLERK
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

DATED: THURSDAY, NOVEMBER 2, 2017

ORDERED BY: JENNIFER M. FERRAILOLO
CITY CLERK


PAMELA M. FARRIS
DEPUTY CITY CLERK

ELIZABETH BURGOS
ADMINISTRATIVE CLERK

Verify Appearance of this Legal in the Newspaper – Copy to File

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DECLARATION OF POSTING

NOTICE OF CONTINUED PUBLIC HEARING TO CONSIDER ADOPTING RESOLUTION ADOPTING PRE-APPROVED ENGINEERING NEWS RECORD ADJUSTMENT INDEX FOR USAGE-BASED AND FLAT WATER RATES FOR RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL CUSTOMERS

On Thursday, November 2, 2017, in the City of Lodi, San Joaquin County, California, a Notice of Continued Public Hearing to consider adopting resolution adopting pre-approved Engineering News Record adjustment index for usage-based and flat water rates for residential, commercial, and industrial customers (attached and marked as Exhibit A) was posted at the following locations:


Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum
WorkNet Office

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 2, 2017, at Lodi, California.

ORDERED BY:

**JENNIFER M. FERRAILOLO
CITY CLERK**


PAMELA M. FARRIS
DEPUTY CITY CLERK

ELIZABETH BURGOS
ADMINISTRATIVE CLERK



CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF CONTINUED PUBLIC HEARING

Date: January 17, 2018

Time: 7:00 p.m.

For information regarding this notice please contact:

Jennifer M. Ferraiolo

City Clerk

Telephone: (209) 333-6702

NOTICE OF CONTINUED PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, January 17, 2018**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following matter:

- a) **Adoption of resolution setting pre-approved Engineering News Record adjustment index for usage-based and flat water rates for residential, commercial, and industrial customers (as identified on the attached Exhibit A).**

Information regarding this item may be obtained in the Public Works Department, 221 West Pine Street, Lodi, (209) 333-6706. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 W. Pine Street, 2nd Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

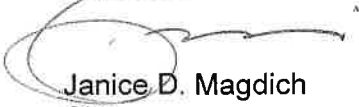
If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk at, or prior to, the public hearing.

By Order of the Lodi City Council:


Jennifer M. Ferraiolo
City Clerk

Dated: November 1, 2017

Approved as to form:


Janice D. Magdich
City Attorney

AVISO: Para obtener ayuda interpretativa con esta noticia, por favor llame a la oficina de la Secretaria Municipal, a las (209) 333-6702.

Exhibit A
City of Lodi
Current and Proposed Flat Water Rates

			Future Rate Ceiling (2)		Sunset Rates (Jan. 2021) (3)
Current (Jan. 2017)	Proposed (Jan. 2018)	Potential (Jan. 2019)	Potential* (Jan. 2020)		
Rate Increase -->	3.0%	3.0%	3.0%		
FLAT RATES					
Single Family Residential					
1 Bedroom	\$ 32.84	\$ 33.83	\$ 34.84	\$ 35.89	\$ 32.84
2 Bedroom	\$ 39.44	\$ 40.62	\$ 41.84	\$ 43.10	\$ 39.44
3 Bedroom	\$ 47.27	\$ 48.69	\$ 50.15	\$ 51.65	\$ 47.27
4 Bedroom	\$ 56.79	\$ 58.49	\$ 60.24	\$ 62.05	\$ 56.79
5 Bedroom	\$ 68.11	\$ 70.15	\$ 72.25	\$ 74.42	\$ 68.11
6 Bedroom	\$ 81.75	\$ 84.20	\$ 86.73	\$ 89.33	\$ 81.75
7 Bedroom	\$ 98.03	\$ 100.97	\$ 104.00	\$ 107.12	\$ 98.03
Multi-Family (1)					
1 Bedroom	\$ 28.19	\$ 29.04	\$ 29.91	\$ 30.81	\$ 28.19
2 Bedroom	\$ 33.81	\$ 34.82	\$ 35.86	\$ 36.94	\$ 33.81
3 Bedroom	\$ 40.58	\$ 41.80	\$ 43.05	\$ 44.34	\$ 40.58
Mobile Homes					
Any Size	\$ 28.19	\$ 29.04	\$ 29.91	\$ 30.81	\$ 28.19
Non-Residential					
Existing unmetered	Varies	+3.0%	+3.0%	+3.0%	Varies

Notes:

- (1) Multi-family includes duplexes, triplexes, fourplexes, apartments, and condominiums.
(2) These are the maximum rates for each year, without a formal rate-setting process. Actual water rate adjustments may be lower and would be tied to annual changes in the ENR index
*Pending a Prop 218 approval
(3) Per Resolution No. 2017-23 adopted February 15, 2017.

City of Lodi
Current and Proposed Usage-Based Water Rates

			Future Rate Ceiling (2)		Sunset Rates (Jan. 2021) (3)
	Current (Jan. 2017)	Proposed (Jan. 2018)	Potential (Jan. 2019)	Potential* (Jan. 2020)	
Rate Increase -->		3.0%	3.0%	3.0%	
USAGE-BASED RATES					
Monthly Service Charge					
Single Family					
Up to 3/4" meter	\$ 21.87	\$ 22.53	\$ 23.21	\$ 23.91	\$ 21.87
1" meter	\$ 34.34	\$ 35.37	\$ 36.43	\$ 37.52	\$ 34.34
1 1/2" meter	\$ 65.25	\$ 67.21	\$ 69.23	\$ 71.31	\$ 65.25
2" meter	\$ 102.52	\$ 105.60	\$ 108.77	\$ 112.03	\$ 102.52
Multi-Family and Non-Residential (1)					
Up to 3/4" meter	\$ 21.87	\$ 22.53	\$ 23.21	\$ 23.91	\$ 21.87
1" meter	\$ 34.34	\$ 35.37	\$ 36.43	\$ 37.52	\$ 34.34
1 1/2" meter	\$ 65.25	\$ 67.21	\$ 69.23	\$ 71.31	\$ 65.25
2" meter	\$ 102.52	\$ 105.60	\$ 108.77	\$ 112.03	\$ 102.52
3" meter	\$ 189.50	\$ 195.19	\$ 201.05	\$ 207.08	\$ 189.50
4" meter	\$ 313.73	\$ 323.14	\$ 332.83	\$ 342.81	\$ 313.73
6" meter	\$ 624.03	\$ 642.75	\$ 662.03	\$ 681.89	\$ 624.03
8" meter	\$ 996.55	\$ 1,026.45	\$ 1,057.24	\$ 1,088.96	\$ 996.55
10" meter	\$ 1,431.26	\$ 1,474.20	\$ 1,518.43	\$ 1,563.98	\$ 1,431.26
Usage Rates (\$/CCF)					
Single Family					
Tier 1 (0-10 CCF)	\$ 0.97	\$ 1.00	\$ 1.03	\$ 1.06	\$ 0.97
Tier 2 (11-50 CCF)	\$ 1.29	\$ 1.33	\$ 1.37	\$ 1.41	\$ 1.29
Tier 3 (>50 CCF)	\$ 1.60	\$ 1.65	\$ 1.70	\$ 1.75	\$ 1.60
Multi-Family and Non-Residential (1)					
All water usage	\$ 1.15	\$ 1.18	\$ 1.22	\$ 1.26	\$ 1.15

Notes:

(1) Multi-family includes duplexes, triplexes, fourplexes, apartments, condominiums, and mobile home parks.

(2) These are the maximum rates for each year, without a formal rate-setting process. Actual water rate adjustments may be lower and would be tied to annual changes in the ENR index

*Pending a Prop 218 approval

(3) Per Resolution No. 2017-23 adopted February 15, 2017.



.CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Second Public Hearing to Receive Overview and Take Input Regarding Process and Criteria for Drawing Voting Districts as Part of the Transition to By-District Elections for City Council Members

MEETING DATE: January 17, 2018

PREPARED BY: City Attorney

RECOMMENDED ACTION: Second Public hearing to receive overview and take input regarding process and criteria for drawing voting districts as part of the transition to by-district elections for city council members.

BACKGROUND INFORMATION:

Summary:

The City Council adopted Resolution No. 2017-223, at a Special Meeting on December 12, 2017, outlining the Council's intention to transition from at-large elections to by-district elections pursuant to Elections Code section 10010(e)(3)(A). A copy of the Resolution is attached.

As set forth in the Resolution, the City Council took action in furtherance of the purposes of the CVRA. As required by Elections Code section 10010(a)(1), the City must now hold the second of two (2) public hearings before the drawing of any draft maps of proposed voting districts in order to receive public input and comment regarding the composition of the proposed districts.

Discussion:

The next step in the process of converting from the City's current at-large method of electing council members to a by-district system is to hold tonight's public hearing, the second of five public hearings, to receive an overview of the process and public input and comment regarding the composition of the yet to be formed districts (Elections Code §10010(a)(1)). Following the hearing proposed district maps will be drawn for consideration and comment by the City Council and the public.

The purpose of the first two hearings in the process of transitioning to by-district elections is to identify neighborhoods within the City, "communities of interest", and other factors that should be taken into consideration and used as "building blocks" when the drawing of the draft maps begins. The public is encouraged to participate in the process and propose districting maps.

In addition to public input concerning the composition of the City's yet to be formed voting districts, the Council will need to comply with mandatory criteria in the creation of the final map. Those criteria are:

- a. Population equality across districts. "Districts shall be as nearly equal in population as may be." (Elections Code §21601 and Government Code §34884.)

APPROVED: _____
Stephen Schwabauer, City Manager

- b. Race cannot be a “predominant” factor or criteria when drawing districts. (*Shaw v. Reno* (1993) 509 US 630; *Miller v. Johnson* (1995) 515 US 900; and *Cooper v. Harris* (2017) 137 S.Ct. 1455.
- c. Compliance with the Federal Voting Rights Act, which among things, prohibits districts that dilute minority voting rights, and encourages a majority-minority district, if the minority group is sufficiently large, and such a district can be drawn without race being the predominant factor. (*Bartlett v. Strickland* (2009) 566 US 1.)

Pursuant to Elections Code section 21601 and Government Code section 34884, the City Council may consider the following factors when establishing districts:

The City Council may (i) plan for future growth, (ii) consider boundaries of other political subdivisions, (iii) consider the physical/visual geographical and topographical features, whether natural or manmade, and (iv) to the extent possible avoid head-to-head contests between incumbents. The Council may choose to include some, all, or none of these criteria, or may choose to outline a unique set of criteria that Council Members believe are applicable to the City of Lodi. In addition, members of the public may suggest additional or alternative criteria for the Council’s consideration. A Resolution adopting line drawing criteria for creating Council district boundaries was adopted by the Council at the first public hearing on December 20, 2017.

Following the January 17, 2018 public hearing, several proposed voting district maps will be drawn, and together with any qualified maps prepared and submitted by members of the public presented to the City Council for consideration. The City Council will then have the opportunity to request modifications to the options presented or may create a different option entirely. Public hearings to comment on the maps and discuss election sequencing will be held on January 21 and February 7, 2018. Of note, most communities take a phased approach to implementing by-district elections, since by law the terms of sitting council members cannot be cut short. The final map and election sequencing will be considered by the City Council at a public hearing on February 21, 2018, along with the introduction of an ordinance establishing district boundaries and election sequencing.

Fiscal Impact:

The fiscal impact of voluntarily converting to by-district elections is estimated to be approximately \$100,000. In addition, there will be significant staff time needed to transition to by-district-based elections and to administer the process, including the need for five (5) public hearings and community outreach. The demographic and election consultants’ costs are anticipated to be approximately \$40,000 to \$50,000. Publication notices, translation fees for council communications, and the cost to have interpreters’ at all public hearings are anticipated to be \$30,000 to \$40,000. Special legal fees could be incurred for additional analysis and public hearings, but are not anticipated to exceed \$10,000. The City will also be required to reimburse MALDEF for its documented attorney’s fees and costs up to \$30,000.

Environmental Review:

This action is not subject to CEQA review.

Public Notification:

A notice of public meeting for this agenda item was published in the Lodi News Sentinel on December 30, 2017.

Recommended Action:

It is recommended that the City Council receive and discuss public input and comment regarding the composition of the City's yet to be formed voting districts pursuant to Elections Code section 10010(a)(1).

FISCAL IMPACT: The estimated \$100,000 cost can be absorbed within known employee vacancy savings in various departments.

FUNDING AVAILABLE: City Clerk's elections budget (10005000-72450)

Janice D. Magdich, City Attorney

Attachments: Resolution No. 2017-223, adopted December 12, 2017
Resolution No. 2017-232, adopted December 20, 2017

RESOLUTION NO. 2017-223

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LODI EXPRESSING THE CITY COUNCIL'S INTENTION,
PURSUANT TO ELECTIONS CODE SECTION 10010(e)(3)(A), TO
INITIATE PROCEDURES FOR ESTABLISHING AND IMPLEMENTING
BY-DISTRICT ELECTIONS FOR CITY COUNCIL MEMBERS

=====

WHEREAS, the City of Lodi ("City") is a general law city, duly organized under the constitution and laws of the State of California; and

WHEREAS, five of the members of the Lodi City Council are currently elected in at-large elections, in which each City Council member is elected by the registered voters of the entire City; and

WHEREAS, Government Code section 34886, in certain circumstances, authorizes the legislative body of a city of any population to adopt an ordinance to change its method of election from an at-large system to a by-district system or by-district system with an elective mayor without the need to put such a change to voters; and

WHEREAS, on October 31, 2017, the City received a letter from the Mexican American Legal Defense and Education Fund (MALDEF) asserting that the City's at-large system of voting results in Latino vote dilution and prevents Latino voters from electing candidates of their choice and threatening action against the City under the California Voting Rights Act (CVRA), a period of less than forty-five (45) days before the date of this Resolution; and

WHEREAS, a violation of the CVRA is established if it is shown that racially polarized voting occurs in elections (Elections Code §14028(a)). "Racially polarized voting" means voting in which there is a difference in the choice of candidates or other electoral choices that are preferred by voters in a protected class, and in the choice of candidates and electoral choices that are preferred by voters in the rest of the electorate (Elections Code §14026(e)); and

WHEREAS, although the letter from MALDEF was not accompanied by any evidence to support the claim of a CVRA violation, the City Council has determined that it is in the best interest of the City to move from its current at-large electoral system to a by-district election for members of the City Council, in furtherance of the purposes of California Voting Rights Act and to avoid costs associated with defending a lawsuit based on the CVRA, even if that lawsuit settles; and

WHEREAS, the City Council has directed staff to initiate the process to transition from an at-large system to a district-based system in accordance with the procedural rules outlined in Government Code section 34886 and Elections Code section 10010; and

WHEREAS, the City will begin by working with an experienced demographer to assist the City in establishing maps for a by-district electoral system; and

WHEREAS, before drawing a draft map of the proposed boundaries of the districts, the City will hold at least two (2) public hearings over no more than thirty (30) days, at which time the public is invited to provide input regarding the composition of the districts; and

WHEREAS, the City will then publish and make available for release at least one (1) draft map of the new electoral districts, including the potential sequence of elections; and

WHEREAS, once the draft map has been publicized for at least seven (7) days, the City will hold at least two (2) additional public hearings, over a period of no more than forty-five (45) days, at which time the public is invited to provide input regarding the content of the draft map and the proposed sequence of elections prior to the public hearing at which the City Council considers adoption of the map; and

WHEREAS, if a draft map is revised at or following a public hearing, the revised map will be published and made available to the public at least seven (7) days before the City chooses to adopt it; and

WHEREAS, in determining the final sequence of staggered district elections, the City Council will give special consideration to the purposes of the California Voting Rights Act, and will take into account the preferences expressed by the members of the districts.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lodi as follows

Section 1. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. The City Council hereby resolves, pursuant to Elections Code section 10010, to adopt a by-district election system by ordinance as authorized by California Government Code section 34886, for use in the City's General Municipal Election for City Council members.

Section 3. The City Council further resolves to retain a qualified demographer, hold at least five (5) public hearings and publish at least one (1) draft map and staggering sequence, pursuant to the proposed hearing schedule attached hereto as Exhibit "A".

Section 4. The City's redistricting/demographic consulting firm, acting under the supervision of the City Attorney, is hereby authorized to direct and formulate one or more electoral district scenarios for review by the public and City Council at two or more public hearings as necessary, in accordance with the City's proposed timeline.

Section 5. Working with the demographic consulting firm, staff is directed to publicize relevant maps, information, notices, agendas, and other materials regarding by-district elections and to establish means of communication to answer questions from the public.

Section 6. All public hearings shall be noticed as follows: posting on the City's website at least ten (10) calendar days in advance of the hearing and publication at least ten (10) days in advance of the hearing in the newspaper adjudicated to provide notice within the City.

Section 7. The City Attorney and the City Manager are authorized to take any and all other necessary actions to give effect to this Resolution.

Section 8. This Resolution shall become effective immediately upon its adoption.

Dated: December 12, 2017

I hereby certify that Resolution No. 2017-223 was passed and adopted by the City Council of the City of Lodi in a special meeting held December 12, 2017, by the following vote:

AYES:	COUNCIL MEMBERS – Johnson, Kuehne, Mounce, and Mayor Nakanishi
NOES:	COUNCIL MEMBERS – Chandler
ABSENT:	COUNCIL MEMBERS – None
ABSTAIN:	COUNCIL MEMBERS – None
DISQUALIFIED:	COUNCIL MEMBERS – None


JENNIFER M. FERRAILOLO
City Clerk

EXHIBIT "A"

CALIFORNIA VOTING RIGHTS ACT (CVRA) DISTRICT ELECTION TIMELINE

City receives letter alleging violation of California Voting Rights Act	October 31, 2017
Special Meeting: City Council adopts resolution setting forth intention and timeline for adopting by-district elections.	December 12, 2017
Public Hearing: Overview of the process and city demographics. Gather input from public to be used in establishing options for district boundaries. Adopt resolution setting forth mandatory and permissive districting criteria.	December 20, 2017
Public Hearing: Second hearing to gather input from public to be used in establishing options for district boundaries.	January 17, 2018
Draft maps available for public review.	On or before January 23, 2018
Public Hearing: First public hearing to discuss and take public comment on draft maps and proposed sequence of elections.	January 31, 2018
Public Hearing: Second public hearing to discuss and take public comment on draft maps and proposed sequence of elections.	February 7, 2018
Publish final map for public review	February 10, 2018
Public Hearings: Public hearing to discuss and take public comment on final map and proposed sequence of elections. Introduce ordinance for first reading establishing district boundaries and transition plan/sequence of elections.	February 21, 2018
Public Meeting: Second reading and adoption of ordinance establishing district maps and transition plan/sequence of elections.	March 7, 2018

All public hearings will take place during a City Council meeting starting at 7:00 p.m. in the City Council Chambers, Carnegie Forum, 305 West Pine Street, Lodi, CA 95240.

RESOLUTION NO. 2017-232

A RESOLUTION OF THE LODI CITY COUNCIL ADOPTING
LINE DRAWING CRITERIA FOR ESTABLISHING DISTRICT
BOUNDARIES FOR BY-DISTRICT ELECTIONS FOR CITY
COUNCIL MEMBERS

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WHEREAS, the City Council of the City of Lodi ("City") was elected under an "at large" election system whereby Council Members were elected by voters of the entire City; and

WHEREAS, the City Council adopted Resolution No. 2017-223 to change to "by-district" elections whereby each Council Member must reside within the designated district boundary and is elected only by voters of that district; and

WHEREAS, the Federal Voting Rights Act (42 U.S.C. Section 1973) prohibits the use of any voting qualification, or prerequisite to voting, or standard practice or procedure in a manner which results in a denial or abridgement of the right of any citizen of the United States to vote on account of race or color; and

WHEREAS, Federal law and the equal protection clause of the United States Constitution require that each district be equal in population to ensure compliance with the "one person, one vote" rule; however, deviations approximating five to ten percent may be permitted under the equal protection clause where required to meet an official criteria; and

WHEREAS, the City Council has instructed city staff to develop draft maps that fully comply with legal requirements and intends to provide official criteria for any needed deviations.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lodi as follows:

Section 1. The City Council of the City of Lodi does hereby adopt the following criteria to guide the establishment of districts for council elections (each, a "Council District"):

1. Each Council District shall contain a nearly equal number of inhabitants;
2. Council District borders shall be drawn in a manner that complies with the Federal Voting Rights Act;
3. Council Districts shall consist of contiguous territory in as compact form as possible;
4. Council Districts shall respect communities of interest as much as possible;
5. Council District borders shall follow visible natural and man-made geographical and topographical features as much as possible; and

6. If the Council is so inclined, Council District borders may respect the previous choices of voters by avoiding the creation of head-to-head contests between Council Members previously elected by the voters, insofar as this does not conflict with Federal or State law.

Dated: December 20, 2017

=====

I hereby certify that Resolution No. 2017-232 was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 20, 2017, by the following vote:

AYES:	COUNCIL MEMBERS – Johnson, Kuehne, and Mounce
NOES:	COUNCIL MEMBERS – Chandler
ABSENT:	COUNCIL MEMBERS – Nakanishi
ABSTAIN:	COUNCIL MEMBERS – None
DISQUALIFIED:	COUNCIL MEMBERS – None


JENNIFER M. FERRAIOLO
City Clerk



CITY OF LODI

COMUNICACIÓN DEL CONSEJO

TITULO DE AGENDA: Segunda Audiencia Pública para Obtener una Visión General y Obtener Aportaciones pertinentes al Proceso y Criterio para Demarcar los Distritos Electorales como Parte de la Transición a Elecciones Por Distrito para la Elección de los Miembros del Consejo Municipal

FECHA DE LA JUNTA: 17 de Enero de 2017

PREPARADO POR: El Fiscal Municipal

ACCIÓN RECOMENDADA: Segunda audiencia pública para adquirir una visión general y obtener aportaciones pertinentes al proceso y criterio para demarcar los distritos electorales como parte de la transición a elecciones por distrito para la votación de los miembros del Consejo Municipal.

ANTECEDENTES:

Resumen:

El Consejo Municipal adoptó la Resolución No. 2017-223, durante una junta especial que se llevó a cabo el 12 de Diciembre de 2017, describiendo la intención del Consejo para hacer la transición de elecciones generales a elecciones por distrito de acuerdo al Código de Elecciones, Artículo 10010(e) (3) (A). Una copia de la Resolución esta adjunta.

Como se expone en la Resolución, el Consejo Municipal tomo medidas para fomentar el objetivo del CVRA. Según requiere el Código de Elecciones, Artículo 10010 (a)(1), la Ciudad debe llevar a cabo la segunda de las dos (2) audiencias públicas antes del diseño de cualquier boceto de mapas de los distritos electorales sugeridos, para poder obtener sugerencias y comentarios del público, pertinente a la composición de los distritos planteados.

Diálogo:

El próximo paso en el proceso de conversión de elecciones generales, el cual es la manera de elección de los miembros del Municipio, a un sistema de elección por distrito, es llevar a cabo esta audiencia pública. La segunda de las cinco audiencias públicas, para obtener una descripción general del proceso, comentarios y sugerencias del público sobre la composición de los distritos que están aún por formarse (Código de Elecciones §10010(a)(1)). Posteriormente a ambas audiencias, mapas de los distritos sugeridos serán diseñados para la consideración y observación del Consejo Municipal y del público.

El propósito de las dos primeras audiencias en el proceso de transición de elecciones por-distrito es para identificar vecindades dentro del Municipio, “comunidades de interés”, y otros factores que se deben tomar en consideración y utilizar como “elemento básico” cuando inicie el diseño de los bocetos de los mapas. Se le exhorta al público a participar en el proceso y sugerir mapas de distritos electorales.

APROBADO: _____
Stephen Schwabauer, Administrador Municipal

Además de las sugerencias del público con respecto a la composición de los distritos electorales que hay que formar, el Consejo tendrá que acatar los parámetros obligatorios en la formación del mapa final. Esos parámetros son:

- a. La misma población en los distritos. “los distritos deberán ser casi iguales en la población Según proceda.” (Código de Elecciones §21601 y Código Gubernamental §34884.)
- b. Raza o etnia no puede ser un factor “predominante” o parámetro cuando se diseñen los distritos. (Shaw v. Reno (1993) 509 US 630; Miller v. Johnson (1995) 515 US 900; y Cooper v. Harris (2017) 137 S.Ct. 1455.
- c. En conformidad con la Ley Federal de Derecho de Votación, el cual entre otras cosas, prohíbe a los distritos que diluyan el derecho de votación a la minoría y fomenta un distrito de mayoría-minoría, si el grupo minoritario es suficientemente grande y tal distrito puede ser diseñado sin que la etnia sea un factor predominante. (*Bartlett v. Strickland* (2009) 566 US 1.)

De acuerdo al Código de Elecciones, Artículo 21601 y el Código Gubernamental, Artículo 34884, el Consejo Municipal puede considerar los siguientes factores cuando los distritos sean establecidos:

El Consejo Municipal puede (i) planear el desarrollo futuro, (ii) considerar las demarcaciones de otras subdivisiones políticas, (iii) considerar las características topográficas y geográficas físicas/visuales, ya sean naturales o artificiales, y (iv) en la medida de lo posible evitar contiendas cara a cara con los titulares. El Consejo puede optar por incluir algunos, todos o ninguno de esos criterios, o puede optar por proponer un conjunto único de parámetro que los Miembros del Consejo crean que sean pertinentes para la Ciudad de Lodi. Además, miembros del público pueden sugerir parámetros adicionales o alternativos para que sean considerados por el consejo. Una resolución adoptando el parámetro de diseño lineal para establecer las demarcaciones de los distritos Concejales fue adoptada por el Consejo durante la primera audiencia pública del 20 de Diciembre de 2017.

Después de la audiencia pública del 17 de Enero de 2018, varios mapas de distritos electorales sugeridos serán diseñados, junto con cualquier mapa preparado de acuerdo a los requisitos y sean sometidos por los miembros del público, serán presentados al Consejo Municipal para que sean considerados. El Consejo Municipal tendrá la oportunidad de solicitar modificaciones a las opciones que fueron presentadas o instituir otra opción totalmente diferente. Las audiencias públicas para hacer comentarios pertinentes a los mapas y dialogar sobre la secuencia de las elecciones se llevarán a cabo el 21 de Enero y el 7 de Febrero de 2018. Se señala, que la mayoría de las comunidades adquieren un sistema por etapas para implementar las elecciones por distrito, ya que por ley, el plazo de los miembros del consejo municipal en turno no se puede interrumpir. El mapa final y el orden de la elección serán contemplados por el Consejo Municipal durante una audiencia pública, el 21 de Febrero de 2018 junto con la presentación de una ordenanza estableciendo demarcaciones de los distritos y la secuencia de las elecciones.

Impacto Fiscal:

El impacto fiscal de convertirse voluntariamente a elecciones por distrito se ha calculado que será aproximadamente \$100,000. Además, habrá una necesidad de tiempo por parte del personal para la transición a las elecciones en base a distritos y para administrar el proceso, incluyendo la necesidad de cinco (5) audiencias públicas y alcance comunitario. El costo de los asesores para las elecciones y de demográfica, se anticipa que será aproximadamente entre \$40,000 a \$50,000. La publicación de los avisos, los honorarios de la traducción de las comunicaciones del consejo, y el costo para tener un

intérprete presente en todas las audiencias públicas se anticipa que será entre \$30,000 a \$40,000. Honorarios legales especiales pueden ser incurridos debido a análisis adicionales y audiencias públicas, pero no se anticipa que excederán los \$10,000. Además, se le requerirá a la Ciudad que le reembolse a MALDEF por sus honorarios documentados de sus abogados y costos de hasta \$30,000.

Estudio de Impacto Medioambiental:

Esta acción no es sujeta a la revisión de CEQA.

Notificación Pública:

Un aviso de la audiencia pública para este punto de orden del día fue publicado en el periódico Lodi News Sentinel el 30 de Diciembre de 2017.

Acción Recomendada:

Se recomienda que el Consejo Municipal dialogue y acepte las sugerencias y comentarios del público con respecto a la composición de los distritos electorales de la Ciudad que aún hay que formar, de acuerdo al Código de Elecciones, Artículo 10010 (a)(1).

IMPACTO FISCAL: El costo calculado de \$100,000 puede ser sufragado con el ahorro de puestos vacantes conocidos dentro de varios departamentos.

FONDOS DISPONIBLES: Presupuesto del Secretario Municipal para las Elecciones (10005000-72450)

Janice D. Magdich, Fiscal Municipal

Anexos: Resolución No. 2017-223, adoptada el 12 de Diciembre de 2017
Resolución No. 2017-232, adoptada el 20 de Diciembre de 2017

RESOLUCION NO. 2017-223

UNA RESOLUCIÓN DEL CONSEJO MUNICIPAL DE LA CIUDAD DE
LODI, EXPRESANDO LA INTENCIÓN DEL CONSEJO DE ACUERDO
AL ARTÍCULO 10010(e) (3) (A) DEL CÓDIGO DE ELECCIONES PARA
INICIAR LOS PROCEDIMIENTOS PARA ESTABLECER E
IMPLEMENTAR LAS ELECCIONES POR-DISTRITO PARA LA
VOTACIÓN DE LOS MIEMBROS DEL CONSEJO MUNICIPAL

=====

CONSIDERANDO QUE, la Ciudad de Lodi ("Ciudad") es una ciudad de derecho general, debidamente organizada conforme a la constitución y las leyes del Estado de California; y

CONSIDERANDO QUE, cinco de los miembros del Consejo Municipal son actualmente elegidos en elecciones generales, en lo cual cada miembro del Consejo Municipal es elegido por electores inscritos en toda la Ciudad; y

CONSIDERANDO QUE, Código Gubernamental, Artículo 34886, en ciertas circunstancias autoriza al órgano legislativo de una ciudad de cualquier población adoptar una ordenanza para cambiar su procedimiento de elección de un sistema de elección general a un sistema por distrito o a un sistema por distrito con un alcalde electivo sin la necesidad de presentar tal cambio a los electores; y

CONSIDERANDO QUE, el 31 de Octubre de 2017, la Ciudad recibió una carta de El Fondo México-americano de Defensa Legal y Educación (MALDEF *siglas en Ingles*) afirmando que el sistema de elecciones generales de la Ciudad resulta en la dilución del voto latino e impide a los electores latinos a elegir candidatos de su elección, y, amenazando con tomar medidas en contra de la Ciudad según la Ley de Derecho al Voto de California (CVRA *siglas en Ingles*), un periodo de menos de cuarenta y cinco (45) días antes de la fecha de esta Resolución; y

CONSIDERANDO QUE, se establece una violación del CVRA si se demuestra que una votación polarizada racialmente acontece en las elecciones (Código de Elecciones §14028(a)). Una "votación polarizada racialmente" significa una votación en la cual hay una diferencia en la selección de candidatos u otras opciones electorales que sean optadas por los votantes dentro de una clase protegida y en la opción de candidatos y las opciones electorales que sean preferidas por votantes en el resto del electorado (Código Electoral §14026(e)); y

CONSIDERANDO QUE, aunque la carta de MALDEF no venía acompañada de ninguna evidencia para apoyar la queja de la violación de CVRA, el Consejo Municipal ha determinado que lo más conveniente para la Ciudad es cambiarse de su sistema de votación actual de elecciones generales a una elección por distrito para la votación de los miembros del Consejo Municipal, en apoyo al propósito de la Ley de Derecho al Voto y para evitar gastos asociados con defender una demanda basada en la CVRA, aun si ese litigio se soluciona, y

CONSIDERANDO QUE, el Consejo Municipal le ha indicado al personal que inicie el proceso para la transición del sistema de elecciones generales a un sistema de elecciones en base a distritos conforme a las normas de procedimiento descritas en el Código Gubernamental Artículo 34886 y el Artículo 10010 del Código de Elecciones; y

CONSIDERANDO QUE, la Ciudad empezará a trabajar con un demógrafo experto para asistirle a la Ciudad a instaurar mapas para el sistema electoral de elecciones por-distrito; y

CONSIDERANDO QUE, antes de diseñar un boceto del mapa de las demarcaciones sugeridas de los distritos, la Ciudad tendrá por lo menos dos (2) audiencias públicas por un periodo máximo de treinta (30) días, momento en el cual los ciudadanos están invitados a aportar sugerencias referente a la composición de los distritos; y

CONSIDERANDO QUE, la Ciudad publicará y hará disponible por lo menos un (1) boceto del mapa de los nuevos distritos electorales, incluyendo el orden posible de las elecciones; y

CONSIDERANDO QUE, una vez que el boceto del mapa haya sido publicado por lo menos siete (7) días, la Ciudad tendrá por lo menos dos (2) audiencias públicas adicionales, durante el transcurso de no más de cuarenta y cinco (45) días, momento en el cual el público está invitado a aportar sugerencias referente al contenido del boceto del mapa y al orden sugerido de las elecciones antes de la audiencia pública en la cual el Consejo Municipal contemplará la adopción del mapa; y

CONSIDERANDO QUE, si el boceto del mapa es modificado durante o después de una audiencia pública, el mapa corregido será publicado y se le hará disponible al público por lo menos siete (7) días antes de que la Ciudad opte por adoptarlo; y

CONSIDERANDO QUE, al determinar el orden final de las elecciones escalonadas en los distritos, el Consejo Municipal le dará consideración especial a los propósitos de la Ley de Derecho al Voto de California, y tomará en cuenta las preferencias expresadas por los miembros de los distritos.

AHORA, POR LO TANTO, SE RESUELVE, por el Consejo Municipal de la Ciudad de Lodi, lo siguiente,

Epígrafe 1. Los considerandos anteriores están correctos y son verídicos y se incorporan a este documento mediante a esta referencia.

Epígrafe 2. Por la presente, el Consejo Municipal resuelve, conforme al Código de Elecciones, Artículo 10010, adoptar un sistema de elecciones por distrito por ordenanza como lo autoriza el Código Gubernamental de California Artículo 34886, para el uso de las Elección Municipal General de la Ciudad para la votación de los miembros del Consejo Municipal.

Epígrafe 3. El consejo Municipal resuelve además contratar un demógrafo competente, tener por lo menos cinco (5) audiencias públicas y publicar por lo menos un (1) boceto del mapa y orden escalonada, conforme al calendario de las audiencias propuestas y anexo a esto como "Prueba A".

Epígrafe 4. La empresa de consultoría de reestructuración/demografía de la Ciudad, actuando con la supervisión del Fiscal Municipal, por el presente, está autorizada a dirigir y formular una situación hipotética o más de los distritos electorales para la revisión del Consejo Municipal y del público en dos o más audiencias públicas, según sea necesario, de acuerdo al plazo sugerido

Epígrafe 5. Para colaborar con la empresa consultoría de demografía, se le ha instruido al personal que publique mapas relevantes, información, avisos y orden del día, y cualquier otro material referente a las elecciones por distrito y que establezcan un medio de comunicación para contestar preguntas del público.

Epígrafe 6. Todas las audiencias públicas deben ser comunicadas de la manera siguiente: publicarlas en el sitio web de la Ciudad por lo menos diez (10) días corridos antes de la audiencia y publicarlas en la prensa por lo menos diez días antes de la audiencia, adjudicando a proveer anuncio dentro del municipio.

Epígrafe 7. El Fiscal del Municipio y el Administrador de la Ciudad están autorizados a tomar cualquier y toda medida necesaria para poner en vigor esta Resolución.

Epígrafe 8. Esta Resolución entrará en vigor inmediatamente tras su aprobación.

Fechado: 12 de Diciembre de 2017

=====

Por el presente certifico que la Resolución No. 2017-223 fue aprobada y adoptada por el Consejo Municipal de Lodi durante una junta especial que se llevó acabo el 12 de Diciembre de 2017 por el siguiente voto:

A FAVOR: MIEMBROS DEL CONSEJO – Johnson, Kuehne, Mounce, and
Mayor Nakanishi

EN CONTRA: MIEMBROS DEL CONSEJO – Chandler

AUSENTES: MIEMBROS DEL CONSEJO – Nadie

ABSTENIDOS: MIEMBROS DEL CONSEJO – Nadie

DESCALIFICADOS: MIEMBROS DEL CONSEJO – Nadie

JENNIFER M. FERRAILOLO
Actuaria Municipal

RESOLUCIÓN NO. 2017-232

UNA RESOLUCIÓN DEL CONSEJO MUNICIPAL DE LODI PARA ADOPTAR EL CRITERIO PARA DELIMITAR EL ESTABLECIMIENTO DE LAS DEMARCACIONES DE LOS DISTRITOS PARA LAS ELECCIONES POR DISTRITO PARA LA VOTACIÓN DE LOS MIEMBROS DEL CONSEJO MUNICIPAL

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CONSIDERANDO QUE, el Consejo Municipal de la Ciudad de Lodi (“Ciudad”) fue elegido de acuerdo a un sistema de elección general por el cual los miembros del Consejo fueron elegidos por electores de todo el Municipio; y

CONSIDERANDO QUE, el Consejo Municipal adopto la Resolución No. 2017-223 para cambiarse a elecciones por distrito por el cual cada Miembro del Consejo debe de residir dentro de las demarcaciones designadas del distrito y es elegido únicamente por electores de ese distrito; y

CONSIDERANDO QUE, la Ley Federal de Derecho de Votación (C.E.U. Artículo 1973) prohíbe el uso de cualificación o prerrequisito para votar, o la práctica habitual o procedimiento de manera que pueda resultar en la privación o en el compendio del derecho de cualquier ciudadano de los Estados Unidos para votar por motivo de raza o color; y

CONSIDERANDO QUE, la Ley Federal y la cláusula de protección equitativa de La Constitución de los Estados Unidos requieren que cada distrito sea igual en población para asegurar el cumplimiento de la ley “una persona, un voto”; sin embargo, una variación del cinco a diez por ciento puede permitirse de acuerdo a la cláusula de protección de igualdad cuando fuere necesario para cumplir con un requisito oficial; y

CONSIDERANDO QUE, el Consejo Municipal ha instruido al personal del municipio que desarrolle bocetos de los mapas que plenamente acaten los requisitos legales y la intención de proporcionar parámetros oficiales para cualquier variación requerida.

AHORA, POR LO TANTO, SE RESUELVE, por el Consejo Municipal de la Ciudad de Lodi, lo siguiente,

Epígrafe 1. El Consejo Municipal de la Ciudad de Lodi por la presente adopta los siguientes parámetros para guiar el establecimiento de los distritos para las elecciones del consejo (cada, un “Distrito Concejal”):

1. Cada Distrito Concejal deberá incluir casi el mismo número de habitantes
2. Las demarcaciones de los Distritos Concejales deberán ser diseñados de manera que se cumpla con la Ley Federal de Derecho a Votación;
3. Los Distritos Concejales deberán consistir de territorios adyacentes en la manera más compacta posible;

4. Los Distritos Concejales deberán respetar comunidades de interés tanto como sea posible;
5. Las demarcaciones de los Distritos Concejales deberán seguir características geográficas y topográficas visiblemente naturales y artificiales tanto como sea posible; y
6. Si el Consejo está dispuesto, las demarcaciones de los Distritos Concejales previamente seleccionadas por los electores se pueden respetar, para evitar que se formen contenciones cara a cara entre Miembros del Consejo previamente elegidos por los electores, siempre y cuando esto no tenga un conflicto con la ley Federal o Estatal.

Fechado: 20 Diciembre de 2017

=====

Por el presente certifico que la Resolución No. 2017-232 fue aprobada y adoptada por el Consejo Municipal de la Ciudad de Lodi durante una junta regular que se llevó a cabo el 20 de Diciembre de 2017, por el siguiente voto:

A FAVOR:	MIEMBROS DEL CONSEJO – Johnson, Kuehne, and Mounce
EN CONTRA:	MIEMBROS DEL CONSEJO – Chandler
AUSENTES:	MIEMBROS DEL CONSEJO – Mayor Nakanishi
ABSTENIDOS:	MIEMBROS DEL CONSEJO – Nadie
DESCALIFICADOS:	MIEMBROS DEL CONSEJO – Nadie

JENNIFER M. FERRAILOLO
Actuaria Municipal



***Please immediately confirm receipt
of this fax by calling 333-6702***

CITY OF LODI
P. O. BOX 3006
LODI, CALIFORNIA 95241-1910

ADVERTISING INSTRUCTIONS

SUBJECT: PUBLIC HEARING TO RECEIVE PUBLIC INPUT REGARDING
COMPOSITION OF YET TO BE FORMED VOTING DISTRICTS AS PART
OF THE CITY'S TRANSITION FROM AN "AT-LARGE" ELECTION
SYSTEM OF ELECTING CITY COUNCIL MEMBERS TO A
"BY-DISTRICT" ELECTION SYSTEM

PUBLISH DATE: SATURDAY, DECEMBER 30, 2017

LEGAL AD

TEAR SHEETS WANTED: One (1) please

SEND AFFIDAVIT AND BILL TO:
LNS ACCT. #0510052

JENNIFER M. FERRAILOLO, CITY CLERK
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

DATED: WEDNESDAY, DECEMBER 27, 2017

ORDERED BY: JENNIFER M. FERRAILOLO
CITY CLERK


PAMELA M. FARRIS
DEPUTY CITY CLERK

ELIZABETH BURGOS
ADMINISTRATIVE CLERK

Verify Appearance of this Legal in the Newspaper – Copy to File

LNS Emailed to the Sentinel at classified1@lodinews.com at _____(time) on _____(date) _____(pages)
Phoned to confirm receipt of all pages at _____(time) _____EB _____PMF (initials)



DECLARATION OF POSTING

NOTICE OF PUBLIC HEARING TO RECEIVE PUBLIC INPUT REGARDING COMPOSITION OF YET TO BE FORMED VOTING DISTRICTS AS PART OF THE CITY'S TRANSITION FROM AN "AT-LARGE" ELECTION SYSTEM OF ELECTING CITY COUNCIL MEMBERS TO A "BY-DISTRICT" ELECTION SYSTEM

On Wednesday, December 27, 2017, in the City of Lodi, San Joaquin County, California, a copy of a Notice of Public Hearing to receive public input regarding composition of yet to be determined voting districts as part of the City's transition from an "at-large" election system of electing City Council Members to a "by-district" election system (attached hereto, marked Exhibit "A") was posted at the following locations:

Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum
WorkNet Office

I declare under penalty of perjury that the foregoing is true and correct.

Executed on December 27, 2017, at Lodi, California.

ORDERED BY:

JENNIFER M. FERRAILOLO
CITY CLERK

Pamela M. Farris
PAMELA FARRIS
DEPUTY CITY CLERK

ELIZABETH BURGOS
ADMINISTRATIVE CLERK



CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING

Date: January 17, 2018

Time: 7:00 p.m.

For information regarding this notice please contact:

Jennifer M. Ferraiolo
City Clerk
Telephone: (209) 333-6702

EXHIBIT A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, January 17, 2018**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following item:

- a) **Receive public input regarding composition of yet to be formed voting districts as part of the City's transition from an "at-large" election system of electing City Council Members to a "by-district" election system.**

The City Council adopted a resolution of intention on December 12, 2017, to transition from at-large to by-district elections in order to ensure compliance with the California Voting Rights Act of 2001 ("CVRA") and Federal Voting Rights Act of 1965 ("FVRA"). At the public hearing described in this notice, the City Council may receive staff presentations on City demographics, criteria for establishing districts in compliance with FVRA, public testimony to be used in establishing options for district boundaries, and consider mandatory and permissive districting criteria, pursuant to Elections Code section 10010 and Government Code section 34886.

Information regarding this item may be obtained in the Office of the City Attorney, 221 West Pine Street, Lodi, (209) 333-6701. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 West Pine Street, 2nd Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

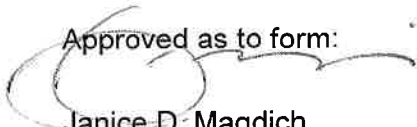
If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the close of the public hearing.

By Order of the Lodi City Council:


Jennifer M. Ferraiolo
City Clerk

Dated: December 20, 2017

Approved as to form:


Janice D. Magdich
City Attorney

AVISO: Para obtener ayuda interpretativa con esta noticia, por favor llame a la oficina de la Secretaria Municipal. a las (209) 333-6702.



CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

AVISO DE AUDIENCIA PÚBLICA

Fecha: 17 de Enero de 2018

Hora: 7:00 p.m.

Para información pertinente a este aviso por favor contacte a:

Jennifer M. Ferraiolo
Actuaria Municipal
Teléfono: (209) 333-6702

AVISO DE AUDIENCIA PÚBLICA

POR LA PRESENTE SE NOTIFICA QUE el miércoles 17 de enero de 2018, a la hora de las 7:00 p.m. o tan pronto sea posible que se pueda oír este asunto, el Consejo Municipal efectuara una audiencia pública en el Carnegie Fórum, 305 West Pine Street, Lodi, para considerar el siguiente punto:

- a) **Para obtener una visión general del público pertinente a la composición de los distritos electorales que serán formados como parte de la transición del sistema de “elecciones generales” para la elección de los miembros del Consejo Municipal a un sistema de elección “por-distrito**

El 12 de Diciembre de 2017, el Consejo Municipal adopto una resolución de propósito para convertirse de elecciones generales a votaciones por distrito, para asegurar el acatamiento de la Ley de Derecho al Voto de California del 2001 (“CVRA”) y la Ley Federal de Derecho de Votación de 1965 (“FVRA”). En la audiencia pública descrita en este aviso, el Consejo Municipal puede obtener presentaciones del personal sobre demográficas de la Ciudad, criterio para establecer los distritos conforme a la Ley Federal de Derecho de Votación de 1965 (FVRA), testimonio del público para que sea empleado al instituir opciones para las demarcaciones de los distritos y para considerar los criterios permisivos e imperativos de delimitación de distritos, de acuerdo al Código de Elecciones, Artículo 10010 y el Código Gubernamental, Artículo 34886.

Se puede obtener Información pertinente a este punto en la Dirección del Fiscal Municipal, 221 West Pine Street, Lodi, (209) 333-6701. Toda persona interesada está invitada a presentar su punto de vista y su comentario sobre el tema. Declaraciones por escrito pueden ser presentadas con el Secretario Municipal en City Hall, 221 West Pine Street, 2^{do} piso Lodi, 95240, en cualquier momento antes de la audiencia programada en este documento. Declaraciones orales se pueden hacer durante la dicha audiencia.

Si desafía el asunto en un tribunal, usted puede ser limitado a únicamente plantear cuestiones que usted y alguien más haya planteado durante la audiencia pública detallada en este aviso o por correspondencia escrita, entregada al Secretario del Municipio, 221 West Pine Street, durante o antes que se finalice la audiencia pública.

Por Orden del Consejo Municipal:

Jennifer M. Ferraiolo, Actuaria Municipal

Fechado: 20 de Diciembre de 2017

Aprobado en su redacción:

Janice D. Magdich, Fiscal Municipal

OBSERVACIÓN: Si necesita asistencia con la traducción de este aviso, por favor llame a la oficina del Secretario Municipal, al (209) 333-6702.



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Post for Expiring Terms on the Lodi Improvement Committee

MEETING DATE: January 17, 2018

PREPARED BY: City Clerk

RECOMMENDED ACTION: Direct the City Clerk to post for expiring terms on the Lodi Improvement Committee.

BACKGROUND INFORMATION: There are three expiring terms on the Lodi Improvement Committee. It is recommended that the City Council direct the City Clerk to post the openings on the Lodi Improvement Committee for 30 days.

Government Code Section 54970 et seq. requires that the City Clerk post for vacancies to allow citizens interested in serving to submit an application.

Lodi Improvement Committee

Doug Bojack	Term to expire March 1, 2018
Fran Forkas	Term to expire March 1, 2018
Curtis Juran	Term to expire March 1, 2018

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Ferraiolo
City Clerk

JMF/PMF

APPROVED: _____
Stephen Schwabauer, City Manager



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Monthly Protocol Account Report

MEETING DATE: January 17, 2018

PREPARED BY: City Clerk

RECOMMENDED ACTION: None required, information only.

BACKGROUND INFORMATION: The City Council, at its meeting of July 19, 2000, adopted Resolution No. 2000-126 approving a policy relating to the City's "Protocol Account." As a part of this policy, it was directed that a monthly itemized report of the "Protocol Account" be provided to the City Council.

Attached please find the cumulative report through December 31, 2017.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: See attached.

Jennifer M. Ferraiolo
City Clerk

JMF/PMF

Attachment

APPROVED: _____
Stephen Schwabauer, City Manager

FISCAL YEAR 2017-18

Cumulative Report through December 31, 2017

Date	Vendor	Description	Amount	Balance
				Starting Bal. \$6,500.00
8/3/17	PaperDirect	Certificate/proclamation paper	\$65.97	\$6,434.03
8/3/17	Village Flowers	Flower arrangement for Bill Cummins	\$93.69	\$6,340.34
8/21/17	Staples	Certificate Holders	\$59.80	\$6,280.54
10/2/17	Staples	Certificate Holders & Notarial Gold Labels	\$69.98	\$6,210.56
11/29/17	Creative Trophy	Reorganization: Mayor's Plaque & Community Service Plaques / Name Plates	\$127.41	\$6,083.15
12/5/17	Smart & Final	Reorganization drinks & supplies	\$66.56	\$6,016.59
12/6/17	Jan's Sweet Treasures	Reorganization desserts	\$200.00	\$5,816.59
12/6/17	Jan's Sweet Treasures	Council cookie delivery	\$600.00	\$5,216.59
12/6/17	Giuffra's Party Rental	Reorganization: wine glasses & table cloths	\$56.50	\$5,160.09
12/6/17	SaveMart	Reorganization party trays	\$86.65	\$5,073.44
			<i>Total Expenditures:</i> <i>(\$1,426.56)</i>	<i>Ending Bal.</i> \$5,073.44

Prepared by: PMF



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Delegating Authority to Make Determinations Regarding Industrial and Non-Industrial Disability Retirements Pursuant to Government Code § 21173, and Rescinding Resolution No. 97-149

MEETING DATE: January 17, 2018

SUBMITTED BY: Human Resources Manager

RECOMMENDED ACTION: Adopt resolution delegating authority to make determinations regarding Industrial and Non-Industrial Disability Retirements Pursuant to Government Code § 21173, and rescinding resolution No. 97-149.

BACKGROUND INFORMATION: Government Code § 21173 of the California Public Employees' Retirement Law (PERL) provides the governing body of a contracting agency the ability to delegate authority to make determinations regarding industrial and non-industrial disabilities to a subordinate officer. In 1975, the City Council approved the first of several resolutions delegating authority to the City Manager, or his/her designee. The City Manager has subsequently delegated such authority to the Deputy City Manager and to the Human Resources Manager.

At its September 17, 1997 meeting, Council adopted Resolution No. 97-149, implementing changes to the Government Code and correcting the specific job classifications that were delegated by the City Manager to make determinations. The City has been submitting retirement applications pursuant to Resolution No. 97-149 for industrial and non-industrial disability determinations since 1997.

Recently, a Retirement Program Specialist from the Local Safety and Support Unit of CalPERS notified City staff that Resolution No. 97-149 was not signed by the highest authority of our governing body and was not valid. The Retirement Program Specialist advised staff that the resolution was signed by the City Clerk; however, it should have been signed by the Mayor and recommended that the City Council adopt a new resolution signed by the Mayor.

Staff recommends Council adopt a new resolution delegating the authority to make determinations regarding Industrial and Non-Industrial disability retirements signed by the Mayor and rescind resolution No. 97-149.

FISCAL IMPACT: Not Applicable

FUNDING AVAILABLE: Not Applicable

Adele Post, Human Resources Manager

Andrew Keys, Deputy City Manager/Internal Services Director

APPROVED: _____
Stephen Schwabauer, City Manager

RESOLUTION NO. 2018-_____

A RESOLUTION OF THE LODI CITY COUNCIL
DELEGATING AUTHORITY TO MAKE DETERMINATIONS
REGARDING INDUSTRIAL AND NON-INDUSTRIAL
DISABILITY RETIREMENTS PURSUANT TO GOVERNMENT
CODE § 21173 AS CERTIFIED BY THE MAYOR, AND
RESCINDING RESOLUTION NO. 97-149

=====

WHEREAS, the City of Lodi is a contracting agency of the Public Employees' Retirement System (PERS); and

WHEREAS, the City has been submitting applications for Industrial and Non-Industrial Disability retirements to PERS under Resolution No. 97-149, which delegates authority to make determinations pursuant to Government Code §21173, since 1997; and

WHEREAS, PERS staff notified the City that Resolution No. 97-149 is invalid because it was not signed by the highest ranking authority of our governing body and requires that the Resolution be approved by City Council and signed by the Mayor.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby delegate authority to the City Manager, or designee, to make determinations regarding Industrial and Non-Industrial Disability retirements pursuant to Government Code §21173 and rescinds Resolution No. 97-149.

Dated: January 17, 2018

=====

I hereby certify that Resolution No. 2018-_____ was passed and adopted by the Lodi City Council in a regular meeting held January 17, 2018 by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

ALAN NAKANISHI
Mayor

2018-_____